

Contract ID#: CQIT15000024Department: Information Technology**E-170-15****Contract Details**SERVICE Supplemental StaffingNIFS ID #: CQIT15000024NIFS Entry Date: 7/14/2015Term: from Execution to 3 Years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name <b>TemPositions, Inc. dba CompuForce</b>	Vendor ID# 132871465-01
Address 420 Lexington Ave, 21 <sup>st</sup> Floor NY, NY 10170	Contact Person David Deacon
	Phone (212) 916-0607

County Department	
Department Contract Ed Eisenstein	*****Please return the final approved contract to Vandana Manucha
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 371-4263	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	OMB	Contractor Registered NIFS Approval	7/22		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
8-7-15	County Attorney	CA RE & Insurance Verification	8-7-15		
8-7-15	County Attorney	CA Approval as to form	8-7-15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8-7-15	Legislative Affairs	Fw'd Original Contract to CA	8/4/15		
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
9/1/15	County Executive	Notarization Filed with Clerk of the Legislature	9/1/15		

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY



## Contract Summary

<b>Description:</b>
Supplemental staffing services for Nassau County's information technology projects that require additional staffing.
<b>Purpose:</b>
The Nassau County Department of Information Technology ("NCIT") may sometimes identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with twenty vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the twenty-nine (29) support service categories/levels the vendor provided rates. This Agreement will enable vendors to respond to any Statement of Work ("SOW") issued by NCIT for which the vendor is qualified to provide services.
This contract will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes while allowing NCIT to procure supplemental staffing services quickly on an as-needed basis thus ensuring County Departments enjoy uninterrupted service.
The supplemental staffing contracts will create a maximum rate per support service category/level which vendors can charge for specific skillsets and will permit a vendor to offer less than the maximum rate per support service category/level when requested to respond to a specific SOW. The number of qualified vendors combined with the wide variety of support service categories and the flexibility for vendors to provide rates below the maximum rate will promote a competitive environment among vendors thus enabling a potential cost savings for Nassau County while retaining the best possible resources to perform the required services.
<b>Method of Procurement:</b> Request for Proposal.
<b>Procurement History:</b>
The contract was entered into after a written request for proposals was issued on January 20 <sup>th</sup> , 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.
<b>Description of General Provisions:</b>
<ol style="list-style-type: none"> <li>NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: <ol style="list-style-type: none"> <li>Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> <li>All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</li> <li>NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.</li> </ol>
<b>Impact on Funding / Price Analysis:</b>
The maximum amount for full consideration for all services under this Agreement shall not exceed <del>\$7,500,000.00</del> <u>\$300,000.00</u> . However, no monies are being encumbered at this time. All monies will be encumbered on an as-needed basis, whenever services are required.
<b>Change in Contract from Prior Procurement:</b> N/A.
<b>Recommendation:</b> Approve as submitted.

## Advertisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1000/DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name _____	Name _____	Date <u>9/2/15</u>
Date _____	Date _____	(For Office Use Only)
		E #:

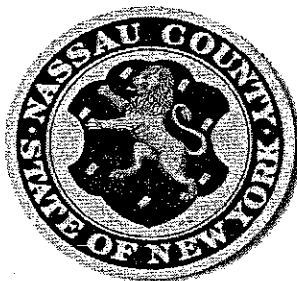
RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,  
AND COMPUFORCE.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with CompuForce for supplemental staffing services, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute said amendment to  
the above referenced agreement with CompuForce.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: TemPositions, Inc. dba CompuForce

CONTRACTOR ADDRESS: 420 Lexington Ave, 21<sup>st</sup> Floor, NY, NY 10170

FEDERAL TAX ID #: 132871465-01

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected.



**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

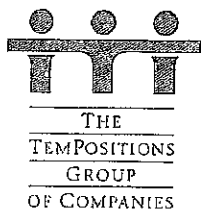
☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



ACCTPOSITIONS

COMPUFORCE

THE DESKTOP GROUP/  
THE CREATIVE BUREAU

HR STAFFING SOLUTIONS

MAGILL ASSOCIATES

ON CALL COUNSEL

SCHOOL PROFESSIONALS

SCHOOLRN.COM

TEMPOSITIONS EDEN  
HOSPITALITY

TEMPOSITIONS  
HEALTH CARE

TEMPOSITIONS

VINTAGE/TEMPOSITIONS

420 LEXINGTON AVE.

NEW YORK, NY 10170

TEL (212) 490-7400

FAX (212) 867-1759

www.tempositions.com

July 10, 2015

Ms. Vandana Manucha  
Nassau County  
Department of Information Technology  
240 Old Country Road  
Room 613  
Mineola, NY 11501

Re: TemPositions Inc. Supplemental Staffing Contract and Executive Order Form

Dear Ms. Manucha:

Per your request, attached are the following:

- Signed and notarized contract in triplicate
- Certificates of Insurance for General Liability and Worker's Comp
- Vendor's Disclosure Form
- Check for \$533 to cover Administrative Fees

Owner and Management Disclosure

The Officers of TemPositions, Inc. dba CompuForce are:

- James A. Essey, President/Chief Executive Officer
- David Deacon, Chief Operating Officer

James A. Essey owns 90.23% of TemPositions Inc. The remaining 9.77% is owned by the Alexandra Essey Trust, for which James A. Essey serves as Executor. Alexandra Essey is James Essey's daughter, but does not work in the company.

The manager who will be overseeing the Nassau County IT contract is:

- Claude Siclalt, Managing Director, CompuForce

Should you need any additional information, please feel free to contact me at (212) 916-0807 or [ddeacon@tempositions.com](mailto:ddeacon@tempositions.com).

Regards,

Dave Deacon  
Chief Operating Officer



## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department" and "NCIT"), and (ii) TemPosition, Inc. dba CompuForce, a New York corporation, having its principal office at 420 Lexington Ave, 21<sup>st</sup> floor, NY, NY 10170 (the "Contractor").

### WITNESSETH:

WHEREAS, a new Request for Proposals for supplemental staffing services (the "RFP") was issued on January 20, 2015; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

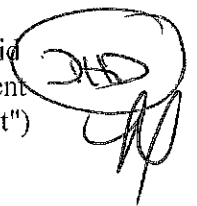
WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Supplemental Staffing Services Scope of Services & Procedures") attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) ("Maximum Amount")

Handwritten signature and initials, possibly "JHD" inside a circle, with a flourish below it.

Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and the agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(g) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

(h) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(i) Payments in Connection with Termination or Notice of Termination. Unless a

provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such Services or during the term of a Stop Work Order.

4. Stop Work Order. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria. In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not

limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a



reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under an SOW.

(f) The provisions of this subsection shall survive the termination of this Agreement.

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(a) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

#### 11. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 10 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any

contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

12. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the

parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

### 13. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable,

then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) The provisions of this Section shall survive termination of the Agreement.

14. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

15. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if

any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

16. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and rated A- VIII or better by A.M. Best's or its equivalent, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

18. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.



(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

20. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the

earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenience. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the Office of General Counsel, with a copy to the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

24. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Services for Other Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

28. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

29. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural

calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

30. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

31. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

**TemPosition, Inc. dba CompuForce**

By: 

Name: DAVID DEACON

Title: CHIEF OPERATING OFFICER

Date: JULY 8, 2015

**NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK )

) ss.:

COUNTY OF MANHATTAN)

On the 8 day of July in the year 2015 before me personally came DAVID DEACON to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of FAIRFIELD; that he or she is the CEO of TEMPERSON INC DBA COMFYFACE, the Corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said Corporation.

NOTARY PUBLIC



NICHOLAS G. DILALLA  
NOTARY PUBLIC, State of New York  
No. 30-4970319  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires August 13, 2018

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **APPENDIX A**

### **SUPPLEMENTAL STAFFING SERVICES SCOPE OF SERVICES & PROCEDURES**

The purpose of this Agreement is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the twenty-nine (29) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix C ("Supplemental Staffing Support Service Categories"). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Please be advised that Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

#### **Individual Statements of Work**

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractor's personnel are needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

#### **Contractor Reporting/Documentation**

Upon selection to perform the Services specified in an SOW, the Contractor will be required to provide NCIT with a Weekly Status Report. The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

#### **Other Considerations**

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.



**Pricing Schedule (Total Firm Fixed Prices)**

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

**Contractor Performance Criteria**

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

1. **Certification of Employee Skill Sets and Capability to Perform Required Tasks.**

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.

Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

If NCIT terminates personnel placed on assignment by the Contractor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor **must** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation

of a skill set, experience level, or professional manner lapses.

**2. Personnel Substitution.**

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

**Contractor Disqualification**

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

**Deliverables**

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

**Change Management Request**

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement

have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

## **APPENDIX B COST PROPOSAL**

### **Support Service Categories**

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

**APPENDIX B  
COST PROPOSAL**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Level 1 Rate</b>	<b>Level 2 Rate</b>	<b>Level 3 Rate</b>
1	Labor Support Services			
2	Clerical Support Services	\$23.85	\$26.15	\$29.25
3	Help Desk Support Services	\$39.20	\$51.80	\$67.20
4	Desktop Support Services	\$39.20	\$51.80	\$67.20
5	Database Management Services	\$98.00	\$133.00	\$140.00
6	EDMS Services	\$91.00	\$150.00	\$150.00
7	IT Training Services	\$56.00	\$84.00	\$84.00
8	Electronic Commerce/ EDI Services	\$91.00	\$140.00	\$140.00
9	Project Management Services	\$91.00	\$140.00	\$140.00
10	Microsoft Exchange Services	\$98.00	\$137.50	\$137.50
11	Computer Programming Services	\$98.00	\$140.00	\$140.00
12	System Programming Services	\$98.00	\$137.50	\$140.00
13	GIS Services			
14	IT Support Staff Services – Data Center Operations	\$39.20	\$51.80	\$67.20
15	Network Security Services	\$91.00	\$161.00	\$161.00
16	Computer Systems Security Services	\$91.00	\$161.00	\$161.00
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$51.00	\$98.00	\$137.50
18	Technical Writing Services	\$77.00	\$98.00	\$105.00
19	Computer Systems Analysis Support Services	\$91.00	\$140.00	\$140.00
20	Unix and Linux System Administration Services	\$98.00	\$140.00	\$140.00
21	Web Environment Services	\$98.00	\$140.00	\$140.00
22	Software Engineering Services	\$98.00	\$140.00	\$140.00
23	Database Technical Services	\$91.00	\$137.50	\$137.50
24	Application Services for Servers/Blades	\$91.00	\$140.00	\$140.00
25	Wiring Technical Services			
26	Wireless Networking Services	\$98.00	\$154.00	\$160.00
27	Network Support Services	\$98.00	\$154.00	\$160.00
28	Server Support Services	\$98.00	\$133.00	\$140.00
29	Project Support Services	\$98.00	\$140.00	\$140.00

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Qualification Levels

<b><u>Level 1</u></b> – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.
<b><u>Level 2</u></b> – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.
<b><u>Level 3</u></b> – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
<b>1</b>	<b>Labor Support Services</b>	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>2</b>	<b>Clerical Support Services</b>	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>3</b>	<b>Help Desk Support Services</b>	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>4</b>	<b>Desktop Support Services</b>	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>5</b>	<b>Database Management Services</b>	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>6</b>	<b>EDMS Services</b>	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
<b>7</b>	<b>IT Training Services</b>	<p>Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.</p>



**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>8</b>	<b>Electronic Commerce/ EDI Services</b>	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
<b>9</b>	<b>Project Management Services</b>	<p>Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.</p>
<b>10</b>	<b>Microsoft Exchange Services</b>	<p>Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>11</b>	<b>Computer Programming Services</b>	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
<b>12</b>	<b>System Programming Services</b>	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
<b>13</b>	<b>GIS Services</b>	<p>Services specific to various forms of Geographic Information Systems (GIS):</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>14</b>	<b>IT Support Staff Services – Data Center Operations</b>	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
<b>15</b>	<b>Network Security Services</b>	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>
<b>16</b>	<b>Computer Systems Security Services</b>	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
17	<b>Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)</b>	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	<b>Technical Writing Services</b>	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>19</b>	<b>Computer Systems Analysis Support Services</b>	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
<b>20</b>	<b>Unix and Linux System Administration Services</b>	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
<b>21</b>	<b>Web Environment Services</b>	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b><u>Programmatic Support</u></b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b><u>Technical Support</u></b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>22</b>	<b>Software Engineering Services</b>	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
<b>23</b>	<b>Database Technical Services</b>	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
<b>24</b>	<b>Application Services for Servers/Blades</b>	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.
<b>25</b>	<b>Wiring Technical Services</b>	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>26</b>	<b>Wireless Networking Services</b>	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
<b>27</b>	<b>Network Support Services</b>	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
<b>28</b>	<b>Server Support Services</b>	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

Support Service Category Number	Support Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

i. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- iii. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide the contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the

Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief <sup>OPERATING</sup>~~executive~~ officer of the Contractor is:

DAVID DEACON (Name)

334 RIVERSVILLE RD, GREENWICH, CT 06831 (Address)

203-536-5630 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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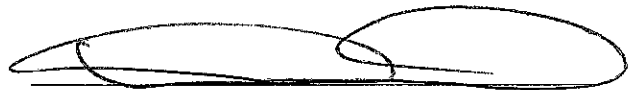
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

07/08/15  
Dated



Signature of Chief Executive Officer

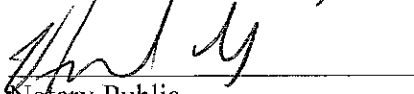
OPERATNY  
DAVID DEACU

Name of Chief Executive Officer

OPERATNY

Sworn to before me this

8 day of July, 2015

  
Notary Public

NICHOLAS G. DILALLA  
NOTARY PUBLIC, State of New York  
No. 30-4970319  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires August 13, 2018





# New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (212) 587-2188

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 131963314

TEMPOSITIONS INC  
C/O NICHOLAS DILALLA  
420 LEXINGTON AVENUE SUITE 2100  
NEW YORK NY 10170

### POLICYHOLDER

TEMPOSITIONS INC  
C/O NICHOLAS DILALLA  
420 LEXINGTON AVENUE SUITE 2100  
NEW YORK NY 10170

### CERTIFICATE HOLDER

NASSAU COUNTY  
1550 FRANKLIN AVENUE  
MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
L 519 665-4	884272	05/01/2015 TO 05/01/2016	7/8/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 519 665-4 UNTIL 05/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 35880436



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Foa & Son Corporation 68 South Service Road  Melville NY 11747-2357		<b>CONTACT NAME:</b> Peter Sollecito <b>PHONE (A/C, No, Ext):</b> (516) 228-1234 <b>FAX (A/C, No):</b> (516) 228-1235 <b>E-MAIL ADDRESS:</b> Peter.Sollecito@FoaSon.com	
<b>INSURED</b> TemPositions Inc. D/B/A Compuforce 420 Lexington Avenue  New York NY 10170		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Ins. Co. <b>NAIC #</b> 16535 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL14101429601 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O-\$1,000,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PRA5854380-02	10/15/2014	10/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PRA5854380-02	10/15/2014	10/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMB5498949-02	10/15/2014	10/15/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			
B	Crime		PRA9698460-03	2/24/2015	2/24/2015	Employee Theft: \$2,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Nassau County (1550 Franklin Avenue) is included as additional insured as per written contract or agreement.

## CERTIFICATE HOLDER

Nassau County  
1550 Franklin Avenue  
Mineola, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Foa/SZS

  
ENCLOSURE REG#194

## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: TEMPOSITUS, INC. DBA COMPUFORCE  
 Address: 420 LEXINGTON AVE, SUITE 2100  
 City, State and Zip Code: NEW YORK, NY 10170
2. Entity's Vendor Identification Number: 131963314
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp S CORP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

① JAMES A. ESSEY, PRESIDENT/CEO  
122 EAST 82ND ST, A9CD, NY, NY 10028

② DAVID DEARON, CHIEF OPERATING OFFICER  
334 RIVERSIDE ROAD, GREENWICH, CT 06831

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

① JAMES A. ESSEY, 122 EAST 82ND ST, NY, NY 10028  
 ② ALEXANDRA ESSEY TRUST, JAMES ESSEY, EXECUTOR  
122 EAST 82ND ST, NY, NY 10028

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

- ① TEMPORARIES HEALTH CARE, INC - (SUBSIDIARY)
- ② ESSEY, LLC - (AFFILIATE)
- ③ SP PAYROLL PROCESSING, LLC - (AFFILIATE)
- ④ ESSEY GROUP, LLC - (AFFILIATE)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 07/08/15

Signed: 

Print Name: DAVID DEATON

Title: COO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: TEMPORARY HEALTH CARE, INC.

Address: 420 LEXINGTON AVE., STE. 2100

City, State and Zip Code: NEW YORK, NY 10170

2. Entity's Vendor Identification Number: 132871465

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp S CORP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

① JAMES A. ESSEY, PRESIDENT / CEO  
122 EAST 82ND ST., #9CD, NY, NY 10028

② DAVID DEACON, CHIEF OPERATING OFFICER  
334 RIVERSVILLE RD., GREENWICH, CT 06831

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

① JAMES A. ESSEY, 122 EAST 82ND ST., NY, NY 10028

② ALEXANDRA ESSEY TRUST, JAMES ESSEY, EXECUTOR  
122 EAST 82ND ST., NY, NY 10028

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

① Ten Positions, Inc. - (PARENT)

② ESSEY LLC - (AFFILIATE)

③ SP Payroll Processing, LLC - (AFFILIATE)

④ ESSEY GROUP, LLC - (AFFILIATE)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A



Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 07/08/15

Signed:

Print Name:

Title:

COO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: ESSEY, LLC  
Address: 420 LEXINGTON AVE., SUITE 2100  
City, State and Zip Code: NEW YORK, NY 10170
2. Entity's Vendor Identification Number: 41-2028828
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

- ① JAMES A. ESSEY, MANAGING MEMBER  
122 EAST 82ND ST, #9CD, NY, NY 10028
- ② DAVID DEACON, CHIEF OPERATING OFFICER  
334 RIVERSVILLE RD., GREENWICH, CT 06831

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

- ① JAMES A. ESSEY, 122 EAST 82ND ST, NY, NY 10028
- ② ALEXANDRA ESSEY TRUST, JAMES ESSEY, EXECUTOR  
122 EAST 82ND ST., NY, NY 10028

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

- ① TETRAPODUS, INC. - (PARENT)
- ② TETRAPODUS HEALTHCARE, INC. - (AFFILIATE)
- ③ SP PATROL PROCESSING, LLC - (AFFILIATE)
- ④ ESSEY GROUP, LLC - (AFFILIATE)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 07/08/15

Signed:



Print Name:

DAVID DEACON

Title:

COO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: SP PAYROLL PROCESSING, LLC  
Address: 420 LEXINGTON AVE., SR. 2100  
City, State and Zip Code: NEW YORK, NY 10170
2. Entity's Vendor Identification Number: 264042457
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

- ① JAMES A. ESSEY, MANAGING MEMBER  
122 EAST 82ND ST., #9CD, NY, NY 10028
- ② DAVID DEACON, CHIEF OPERATING OFFICER  
334 RIVERSVILLE RD., GREENWICH, CT 06831

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

- ① JAMES A. ESSEY, 122 EAST 82ND ST, NY, NY 10028
- ② ALEXANDRA ESSEY TRUST, JAMES ESSEY, EXECUTOR  
122 EAST 82ND ST., NY, NY 10028

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

- ① TEMPOSITUS, INC. - (PARENT)
- ② TEMPOSITUS HEALTH CARE - (AFFILIATE)
- ③ ESSEY LLC - (AFFILIATE)
- ④ ESSEY GROUP, LLC - (AFFILIATE)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE



Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 07/08/15

Signed: 

Print Name: DAVID DEACON

Title: COO

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: ESSEY GROUP, LLC  
Address: 420 LEXINGTON AVE, SUITE 2100  
City, State and Zip Code: NEW YORK, NY 10170
2. Entity's Vendor Identification Number: 45-4345945
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

① JAMES A. ESSEY, MANAGING MEMBER  
122 EAST 82ND ST, A9CD, NY, NY 10028

② DAVID DEACON, CHIEF OPERATING OFFICER  
334 RIVERSVILLE RD, GREENWICH, CT 06831

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① JAMES A. ESSEY, 122 EAST 82ND ST, NY, NY 10028

② JAMES A. ESSEY 2012 TRUST, JAMES A. ESSEY, TRUSTEE  
122 EAST 82ND ST, NY, NY 10028

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

- ① TEMPOSIMUS, Inc - (PARENT)
- ② TEMPOSIMUS HEALTH CARE, Inc - (AFFILIATE)
- ③ SP Payroll Processing, LLC - (AFFILIATE)
- ④ Essex, LLC - (AFFILIATE)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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Page 3 of 4

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N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

07/08/15

Signed:



Print Name:

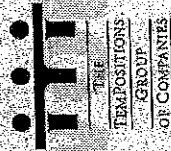
DAVID DEACON

Title:

COO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	NET CHECK AMOUNT
ADMIN. FEES	07/09/2015	533.00	0.00	533.00
TOTALS:				533.00
VENDOR NAME: NASSAU COUNTY				
CHECK NUMBER: 0022334				
CHECK DATE: 07/09/2015				



420 Lexington Avenue  
New York, NY 10170

CHECK DATE	CHECK NO.
07/09/2015	0022334

NOT VALID AFTER 90 DAYS

CHECK AMOUNT
533.00

Citibank  
90 Park Avenue  
New York, NY 10016

FIVE HUNDRED THIRTY-THREE DOLLARS AND ZERO CENTS

Pay to the Order of:

NASSAU COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TWO SIGNATURES REQUIRED IF CHECK AMOUNT IS OVER \$2,500

⑈0022334⑈ ⑆021001486⑆ 028078251

SS Response			FINAL	Compuforce					
Service Category Number	Service Category	Selection Committee - Primary	Selection Committee - Secondary	Category Description	Compuforce	Contract requirements and proposed solution (0-5)	Vendor Profile (0-1)	Related Exp (0-2)	Total
3	Help Desk Support Services	Bob Mancino	Erick Bautista, Ira Hill	Users support for all information technology products and services. Represents other staff members and their services to the client community and ensure and verify that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to: technical support, analysis, troubleshooting, diagnosis, testing, problem resolution, problem resolution, consultation, communication of policy, research, documentation, investigation, answering questions, follow up and operation (on-site, off-site) of a help desk.		1 3.00	1.00	2.00	6.00
4	Desktop Support Services	Alex Demaio	Erick Bautista, Ira Hill	Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to: desktop support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, testing, upgrading, hardware, software, network, local area network, communication, inspection, assessment, replacement, testing, upgrading, hardware and peripherals, printing, (includes to vendors, inventory, security, report writing, optimization, review and process virtually per office).		1 2.00	1.00	1.00	4.00
5	Database Management Services	Bill Doughty	Tarris Daniels, Jing Zhao	Administration, maintenance, monitoring and support of any of the multiple of Nassau County database on any County platform. Tasks may include, but are not limited to: technical support, troubleshooting, issue resolution, testing, repair, analysis, user management, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.		1 1.00	1.00	1.00	3.00
6	EDMS Services	Donna Neiland		Services specific to Electronic Document Management Systems (EDMS). - Professional Services - Tasks may include, but are not limited to: imaging/digitizing, workflow, risk assessment, workflow analysis, document imaging/queuing, workflow management, system/application/network design and security, application programming, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/media), performance monitoring, measurement, systems stress testing/benchmarking, collaborative tools (imaging, email, weblogs, briefing) presentation, document and records retention/archiving. - Programming Services - Tasks may include, but are not limited to: programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skills and experience with enterprise systems, languages, techniques and communications.		1 3.00	1.00	0.00	4.00
7	IT Training Services	Ira Hill		Services for all aspects of training of County personnel utilizing classroom training, web-based training, internet-based training and any other types of training required by the County. Tasks may include, but are not limited to: needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and help desk training support.		1 2.00	1.00	1.00	4.00
8	Electronic Commerce/EDI Services	Anthony Paganini	Tence George	Services specific to various forms of electronic government/electronic data interchange (EDI) solutions and systems. - Professional Services - Tasks may include, but are not limited to: analysis, design, web design, operation, monitoring, management, and maintenance. - Programming Services - Tasks may include, but are not limited to: programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skills and experience with enterprise systems, languages, techniques and communications.		1 0.00	1.00	1.00	2.00
9	Project Management Services	Donna Neiland		Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to: project initiation, efficiency review, flexible management, configuration/control management, planning, resource management, IV and V management, risk management and time and cost management analysis.		1 4.00	1.00	2.00	7.00
10	Microsoft Exchange Services	Steve Barry	Steve Manson	Design, support and troubleshooting services for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMware and VMware Virtualization. Tasks may include, but are not limited to: design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway security, SMTP communication, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, mail-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.		1 3.00	1.00	1.00	5.00
11	Computer Programming Services	Christine Levitsky	Anthony Paganini, Patty Lastkari	Design, develop and support County computer applications. Tasks may include, but are not limited to: analysis, requirements definition, design, development, enhancement, data/normative of the staff (CCIS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/databases design/data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, testing, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.		1 4.00	1.00	1.00	6.00



12	System Programming Services	Bob Mancino	Patty Laskaris	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and system generation programming.	1	3.00	1.00	2.00	6.00
14	IT Support Staff Services – Data Center Operations	Bob Mancino	Steve Barry	Information Technology services related to support Nassau County Data Center operations. These services may include, but are not limited to, General Office (G.O.) Clerk, User Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Assistant, Operations Supervisor, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.	1	3.00	1.00	1.00	5.00
15	Network Security Services	Rob McClean	Alex Demaio, Doug Rodriguez	Services specific to security on the County network.  • Professional Services: Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, adding for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).  • Other Services: Tasks may include, but are not limited to, network security/LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.	1	3.00	1.00	1.00	5.00
16	Computer Systems Security Services	Alex Demaio	Rob McClean	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, ppt and VPN.	1	2.00	1.00	1.00	4.00
17	Telecommunication Services (Analog Phone/ Digital Phone/Voip)	Alex Demaio	Drew Gumpert	Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advice, recommend strategic planning, maintenance, monitoring, troubleshooting, issue/ service dispatch, service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.  Must have and maintain a valid and clean driver's license. Must be able to provide transportation.	1	2.00	1.00	1.00	4.00
18	Technical Writing Services	Ira Hill	Drew Gumpert	Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and information technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating system, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to: • Software documentation for all type of audiences, from novice end users to system administrators, database developers and programmers. • Online help and web-based help. • Product specifications. • Project planning & management. • Production and printing documentation. • Indexing of printed and online documents. Requires a previous proven track record of producing quality documentation that is accurate, complete and usable while meeting the needs and requirements of the County Department of Information Technology.	1	2.00	1.00	1.00	4.00
19	Computer Systems Analysis Support Services	Steve Barry	Alex Demaio, Rob McClean	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, system conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, Voip, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analysis/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, work support, project management, forecasting, reporting, standards and procedures, best practices and documentation.	1	3.00	1.00	1.00	5.00
20	Unix and Linux System Administration Services	Bill Doughty	Rob Muck	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system component updates.	1	1.00	1.00	1.00	3.00
21	Web Environment Services	Anthony Paganini	Tence George	Services associated with the County's web environment. • Programmatic Support: Tasks may include, but are not limited to, design, development of new content areas on the LUNWPC education/support, design, development of new content areas on the LUNWPC education/support. • User Program Support: Understanding, web development, work with vendors. • Technical Support: Tasks may include, but are not limited to, WebSphere support, WebSphere, Tivoli/Jobas support.	1	1.00	1.00	1.00	3.00
22	Software Engineering Services	Christine Levitsky	Anthony Paganini, Patty Laskaris	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of the use with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/clarification, coding (approximately 50% of time), test/building proof of concept/ intermediate tools, consistent development practices (tools and common components), testing, API specs and code reviews.	1	4.00	1.00	1.00	6.00
23	Database Technical Services	Bill Doughty	Tarris Daniels, Jing Zhao	Operational database services for Nassau County. Requires working with developer and administrators. Tasks may include, but are not limited to, technical support, issue identification/troubleshooting, responding to escalations and data, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.	1	1.00	1.00	1.00	3.00
24	Application Services for Servers/Blades	Steve Barry	Anthony Paganini	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's servers and blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.	1	3.00	1.00	1.00	5.00
26	Wireless Networking Services	Doog Rodriguez	Justin Marcotte	Design, configure and implement end-to-end, consistent, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, troubleshoot, surveys, maintenance and support, troubleshooting, network security, testing, mobile applications analysis and development, project management, procurement, quality assurance and administration.	1	3.00	1.00	1.00	5.00

27	Network Support Services	Alex Demaio	Rob McClean, Steve Barry	Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/technical user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), device, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware troubleshooting, configure and install wireless devices/ patches/ routers/ hubs and maintain equipment compliance LAN, WAN and Internet connectivity.  Must have a valid and clean driver's license. Must be able to provide transportation.	1	2.00	1.00	1.00	4.00
28	Server Support Services	Steve Barry	Alex Demaio	Install, integrate and maintain various County servers and their associated systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SQL, Linux, Redhat, Oracle, Netware, etc. Database 2010, AD design, databases and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/business/technical requirements, design, development, implementation, installation, upgrading, project scheduling, advice, make recommendations, security, preventive maintenance, documentation, reporting, troubleshooting and issue resolution.  Must have a valid and clean driver's license. Must be able to provide transportation.	1	3.00	1.00	1.00	5.00
29	Project Support Services	Donna Neiland		Enterprise Services - Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, information technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/business information/disaster recovery/enterprise-wide strategic systems planning, business process re-engineering (BPR)/revenue engineering, quality control/quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and independent verification and validation (IV&V) testing, graphics and presentation - graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.  Middleware Integration - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprises resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.  Operational - Services and processes relevant to information technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networks, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.  Organizational - Services relevant to the information technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.  Planning - Services relevant to planning information technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategic, efficiency review, life cycle management, new systems/upgrade/out migration strategies, Joint Application Development (JAD) sessions and project management.  Research and Analysis - Professional research on specific information technology topics and hardware for the purpose of providing findings/solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefing, workshops, conferences and presentations.	1	4.00	1.00	2.00	7.00

# REQUEST FOR PROPOSALS

*Supplemental Staffing*

**RFP #: IT0116-1501**

**Issue Date:**

**January 20, 2015**

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**Nassau County**  
Long Island, New York

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## Request For Proposal (RFP)

### A. Introduction

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Supplemental Staffing Services ("Supplemental Staffing Services") to NCIT. The purpose of the RFP is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one or more vendors who NCIT determines to be eligible to provide Supplemental Staffing Services for procurement by NCIT. To the extent permitted by law, the County intends to include terms and conditions to allow municipalities and other governmental entities to "piggy back" onto/order services through the use of the contract awarded by the County to the winning proposer(s) pursuant to this RFP process.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

### B. Anticipated Proposal Schedule

RFP Issue Date	January 20, 2015
Bidder's Conference/Vendor Questions	February 4, 2015
Question Responses	February 23, 2015
Proposal Due Date	March 30, 2015
Oral Presentation, if necessary	Week of April 20, 2015
Award Date	On or about May 18, 2015

Dates indicated above are subject to change at the sole discretion of the County.

### C. Scope of Services

NCIT established the Scope of Services ("Scope") outlined below to implement and support County program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming Statements of Work ("SOWs") may request additional services and terms to support the goals of the County.

#### 1. Purpose.

The intent of this RFP is to identify Qualified Vendors that will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes. NCIT seeks to have under contract Qualified Vendors, who are ready, willing and able to provide Supplemental Staffing Services to the County.

*\*Qualified Vendors must be able to demonstrate the ability to “float” up to \$250,000 during billing reconciliation without an impact to service or individual staff members.*

The resulting contracts will enable NCIT to make use of Supplemental Staffing Services in a timely fashion while meeting more exacting quality standards and obtaining competitive prices from the marketplace thus ensuring County Departments enjoy uninterrupted service. To ensure that NCIT meets the objectives of its Supplemental Staffing Service Projects this RFP seeks to accomplish the following:

- Establish Qualified Vendor lists for Supplemental Staffing Services in a wide variety of Support Service Categories.
- Create a maximum rate per Support Service Category which Qualified Vendors can charge for specific skillsets.
- Permit a Qualified Vendor to offer less than the maximum rate per Support Service Category when requested to respond to a specific SOW.
- Permit a vendor to charge the highest rate between all required Support Service Categories at the level of skill required in the case where an SOW requires the personnel requested to perform multiple categories of work simultaneously.
- Provide an efficient mechanism for submitting Supplemental Staffing requirements through a centralized administrative process.

## 2. General Scope and Process.

NCIT is seeking to develop a Supplemental Staffing Services contract to expedite the procurement of Services required in a rapidly changing technological environment. The intent of this RFP is to develop a contract with one or more vendors who NCIT determines through this RFP process to be eligible to provide one or more of the required Supplemental Staffing Services for the County. Vendors awarded a contract under this RFP will be eligible to respond to any SOW issued by NCIT for which it has the necessary skill set(s) and experience described below in further detail.

To become eligible to provide Supplemental Staffing Services a Vendor must submit an acceptable and qualified proposal in response to the RFP. Upon review, the selection committee shall grant a notice of award, as discussed below, to the winning proposer(s) and all eligible vendors. Each award for Supplemental Staffing Services shall identify the specific Support Service Category for which the vendor shall be eligible to provide Services to the County and the vendor shall enter into contract negotiations culminating in a Supplemental Staffing Services contract (the “Contract”). Said contract shall contain the Standard Clauses for Nassau County Contracts annexed hereto as Appendix E. Upon execution of the Contract, the vendor will be deemed qualified to provide services, as defined herein (the “Qualified Vendor”).

Once Contracts are in place and from time to time, NCIT may issue an SOW for a project requiring Supplemental Staffing Services. NCIT will send the SOW to those Qualified Vendors previously identified as able to provide the Supplemental Staffing Services required under that specific SOW. Qualified Vendors shall review the SOW and submit offers to

provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Qualified Vendors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Qualified Vendors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Qualified Vendors to provide Supplemental Staffing Services under the SOW.

Please be advised that Qualified Vendors are not guaranteed work under a Contract. Rather, the Contract gives Qualified Vendors the eligibility to bid on a particular SOW for which it can provide the necessary Supplemental Staffing Services.

a. Individual Statements of Work.

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Qualified Vendor under contract who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Contract between the Qualified Vendor and the County, an individual SOW may require the Qualified Vendor's personnel to work beyond the termination date of the Contract to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Contract to extend the term for the period the Qualified Vendor's personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Qualified Vendors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

b. Requirements.

The Vendor must document that it has a minimum of three (3) employees on staff at all times, by providing names and references for at least that amount of employees.

The Vendor must be in existence and operating as a business for a minimum of twelve (12) months prior to responding to this RFP.

## **Services Required**

For a vendor to be deemed an eligible vendor under this RFP, the vendor must demonstrate its ability to provide services with proposed rates for a minimum of ten (10) support service categories (the "Support Service Categories") listed below and as more fully described in Exhibit 1 - Supplemental Staffing Services.

1. Labor Support Services
2. Clerical Support Services
3. Help Desk Support Services
4. Desktop Support Services
5. Database Management Services
6. EDMS Services
7. IT Training Services
8. Electronic Commerce/ EDI Services
9. Project Management Services
10. Microsoft Exchange Services
11. Computer Programming Services
12. System Programming Services
13. GIS Services
14. IT Support Staff Services – Data Center Operations
15. Network Security Services
16. Computer Systems Security Services
17. Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)
18. Technical Writing Services
19. Computer Systems Analysis Support Services
20. Unix and Linux System Administration Services
21. Web Environment Services
22. Software Engineering Services
23. Database Technical Services
24. Application Services for Servers/Blades
25. Wiring Technical Services
26. Wireless Networking Services
27. Network Support Services
28. Server Support Services
29. Project Support Services

## **Other Considerations**

- 1) Qualified Vendors must ensure that all employees assigned to work under an SOW have the training to perform the task and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Qualified Vendor shall provide a replacement acceptable to the County.
- 2) NCIT will provide workspace and facilities for all Qualified Vendors performing Supplemental Staffing Services under an SOW, as appropriate.
- 3) NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.



## **Pricing Schedule (Total Firm Fixed Prices)**

Details of pricing requirements and general information on pricing are attached as Appendix A Cost Proposal.

### **1. Rate Ranges**

Vendors *must* provide rates for a minimum of ten (10) Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide professionals that meet the qualifications of the Support Service Category as described in **Exhibit 1 Supplemental Staffing Services**. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

Vendor's proposed individuals must have the requisite years of experience within individual Support Services Categories. Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes or other documentation that the proposed individuals satisfy the qualifications required for the Support Service Category(ies) and Qualification Level(s).

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

### **Vendor Performance Criteria**

NCIT has established specific Qualified Vendor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Qualified Vendors will be required to meet or exceed the following performance criteria:

#### **1) Certification of Employee Skill Sets and Capability to Perform Required Tasks.**

NCIT may disqualify, **for any reason**, personnel presented by the Qualified Vendor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Qualified Vendor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Qualified Vendor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Qualified Vendor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Appendix E – Standard Clauses for Nassau County Contracts.

If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period. This also denotes Cause for the termination of the Contract.

The Vendor *must* warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

## **2) Personnel Substitution.**

The Qualified Vendor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Qualified Vendor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

### **Qualified Vendor Disqualification**

A Qualified Vendor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

### **D. Contract Term**

It is the intent to award a contract for a three year period with the option to renew for two additional one year terms, for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract. Contract renewal is at the sole discretion of the County.

NCIT reserves the right to remove from eligibility all vendors that are inactive (have not responded to an SOW) on the resulting Contract for twelve (12) consecutive months during the Contract term.

### **E. Mandatory Proposal Response Requirements**

All proposals shall remain in effect for a period of 180 days beyond the deadline for submission of proposals. The use of the terms "shall," "must," or "will" in this RFP, indicates a mandatory requirement or condition. The words "should" or "may" in this RFP, indicates desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a proposal.

The Vendor *must* organize the proposals in the exact order presented in the RFP. Vendors *must* place page numbers on each page. The proposal *must* contain a table of contents that cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. Each paragraph in the proposal *must* correspond to and reference the paragraph number in the corresponding section of the RFP. The Vendor *must* repeat the paragraph number, sub-number, and heading as presented in the RFP. If a response covers more than one page, the Vendor *must* repeat the paragraph number and sub-number at the top of the subsequent page.

All Proposals must follow this outline and contain the following:

1. Cost Proposal Form attached as Appendix A and completion and submission of the "Non-Collusive Proposal Certification" page that follows Appendix A.
2. Narrative response attached as Appendix B, which must contain a complete written description of the vendor's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the vendor's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. All submissions must be signed on the designated signature line by an officer or authorized agent of the vendor.
6. A Living Wage Law Certificate of Compliance, attached as Appendix L.
7. Additional information that you believe pertinent to the County's requirements.
8. A statement that the proposer has registered with the County as a vendor.

**F. Proposal Submission Instructions.**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

In addition, any vendor that has not already registered with the County *must* do so by going to the Vendor Registration section of the County website at <https://eproc.nassaucountyny.gov/SupplierRegister>.

The proposals must be signed by an individual who is authorized to bind the vendor to all commitments made in the proposal. The original and five (5) printed copies of the proposal, together with all attachments and an electronic version (CD), must be submitted to the County in a sealed opaque envelope no later than 9:00a.m. EST on March 30, 2015. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

Vendors are required to provide contact information in their RFP Response. Each vendor *must* include Exhibit 2, Vendor Contact Information in the proposal package. Eligible vendors that have subsequent changes to their contact information *must* provide the changes to NCIT within ten (10) business days of the change. **Failure to do so may result in removal from the contract.**

It is each vendor's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications, the Standard Clauses for Nassau County Contracts, and any other terms and conditions. It is further the vendor's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers must submit all proposals and direct all responses, questions, and any other communications to the following authorized contact:

**Nassau County Department of Information Technology**  
**240 Old Country Road – Room 608**  
**Mineola, New York 11501**  
**Email: [SupStaffRFP@nassaucountyny.gov](mailto:SupStaffRFP@nassaucountyny.gov)**

The County will respond to written vendor questions submitted during the time period allotted above in Section B, Anticipated Proposal Schedule, of the RFP.

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The vendor shall contact the authorized person via e-mail.

### G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss their proposal elements in more detail should the selection committee request such.

The County reserves the right to award all or any part of this project to a single or multiple vendors, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The selection committee will evaluate and select vendors whose proposals are deemed to be the most advantageous to the County. The County's selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution	50%
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Overall responsiveness of the proposal; proposal detail, completeness and clarity. Demonstration of a clear understanding of the requirements portion of the RFP; clear description of the staffing abilities, levels of experience and expertise needed to satisfy the defined RFP requirements.

**Vendor Profile: Organization, Capacity, Staffing, Resumes** 10%

Financial stability of the company, substantiation of sound organizational structure as well as the ability to provide staff with levels of experience and expertise needed for each service required in a timely fashion.

Related Experience	20%
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Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor performing services of this type, including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP; The readiness of the Vendor to work within the required timeframe; Quality of the Vendor references and reputation based on past performance.

## Proposed Rates for Support Service Categories

20%

To be eligible to participate in this process the Vendor must propose rates for a minimum of ten (10) Support Service Categories as defined in Section C Scope of Services. The County will consider any other relevant factors as determined by the selection committee to be useful and assist the evaluation committee in the selection process. The evaluation committee will determine which vendors meet the specifications in the RFP and will send contract award notices to those vendors. The County and the vendors will then enter contract negotiations to establish a contract.

### H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services solicited herein. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County may award contracts to as many or as few vendors as NCIT deems necessary. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. This contract shall contain the Standard Clauses for Nassau County Contracts attached hereto as Appendix E. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. Notwithstanding the foregoing, the contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all or any aspects of services and fees. *Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.*

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the proposers. Each offer, therefore, should be submitted in the most favorable terms that the proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the proposers. In addition, the County reserves the right to make on-site visits to the proposer's place of business to assess and/or evaluate the proposer's qualifications. Any additional requests from the County are at the County's sole discretion. The Vendor's initial proposal should be as complete as possible and should reflect the most favorable terms to the County.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the proposer in advance of such disclosure to enable the proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
  - i. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
  - ii. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
  - iii. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
  - iv. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of a proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of how the Proposer will use the sub-contractor and the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**I. General Conditions for Proposers**

1. The Proposer will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. The Proposer is bound by and shall comply with the terms of Appendix EE and to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are charged with a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

**J. Additional Demonstrative Materials**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal, but should avoid including glossy marketing material that is not pertinent to the RFP.



**K. Award of Contract**

The County shall select vendor(s) by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the vendor, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

The County may award contracts to as many or as few vendors as NCIT deems necessary. Each Qualified Vendor will have the opportunity to offer its Services, for which it has been qualified, in response to the issuance of an SOW. There is no guaranty that a Qualified Vendor awarded a Contract will be awarded an SOW. Qualified Vendors under Contract who offer the best terms to the County will be chosen under an SOW to perform the specified Services.

The County reserves the right to request a "best and final offer" to the RFP.

**L. Protest Policy**

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**M. Acceptance**

The vendor shall make all investigations necessary to inform itself regarding the work or services to be furnished.

*Submission of any proposal indicates a vendor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal under a section titled "Exceptions to Terms and Conditions." Each exception must be listed with a rationale explaining the vendor's position on the issue.*

## APPENDIX A COST PROPOSAL

### Support Service Categories

Bidders *must* provide rates for Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

- Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.
- Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.
- Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide personnel that meet the qualifications of the Support Service Category as described in Exhibit 1. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Vendor's proposed personnel must have the requisite years of experience within the individual Support Service Categories. The Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

Service Category Number	II. Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services	\$	\$	\$
2	Clerical Support Services	\$	\$	\$
3	Help Desk Support Services	\$	\$	\$
4	Desktop Support Services	\$	\$	\$
5	Database Management Services	\$	\$	\$
6	EDMS Services	\$	\$	\$
7	IT Training Services	\$	\$	\$
8	Electronic Commerce/ EDI Services	\$	\$	\$
9	Project Management Services	\$	\$	\$
10	Microsoft Exchange Services	\$	\$	\$
11	Computer Programming Services	\$	\$	\$
12	System Programming Services	\$	\$	\$

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
13	GIS Services	\$	\$	\$
14	IT Support Staff Services – Data Center Operations	\$	\$	\$
15	Network Security Services	\$	\$	\$
16	Computer Systems Security Services	\$	\$	\$
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$	\$	\$
18	Technical Writing Services	\$	\$	\$
19	Computer Systems Analysis Support Services	\$	\$	\$
20	Unix and Linux System Administration Services	\$	\$	\$
21	Web Environment Services	\$	\$	\$
22	Software Engineering Services	\$	\$	\$
23	Database Technical Services	\$	\$	\$
24	Application Services for Servers/Blades	\$	\$	\$
25	Wiring Technical Services	\$	\$	\$
26	Wireless Networking Services	\$	\$	\$
27	Network Support Services	\$	\$	\$
28	Server Support Services	\$	\$	\$
29	Project Support Services	\$	\$	\$

The undersigned hereby certifies his or her compliance with the following:

**"NON-COLLUSIVE PROPOSAL CERTIFICATION"**

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_

(Signature)

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

### PROGRAM DESCRIPTION AND SUPPLEMENTAL STAFFING SERVICE SUMMARY

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Full biographies of firm principals as well as staff expected to be assigned to this project. For bios of staff expected to be assigned to this project each biography must include verifiable work history along with photocopies of required certifications and qualifications.
- b. Detail prior experience with public sector clients (similar size and scope).
- c. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.
- d. Demonstrate capabilities and past experience by providing at least three (3) detailed references from clients who have received applicable Supplemental Staffing Services (similar size and scope).
- e. Detail prior experience in the Support Service Categories for which the vendor is capable of providing Services.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX C  
BUSINESS HISTORY FORM**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: \_\_\_\_\_

1. Proposer's Legal Name: \_\_\_\_\_

2. Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

\_\_\_\_\_

3. Mailing Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4. Federal I.D. Number: \_\_\_\_\_

5. Dun and Bradstreet number: \_\_\_\_\_

6. The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Other

Other (Describe): \_\_\_\_\_

7. Does this business share office space, staff or equipment expenses with any other business?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please provide details: \_\_\_\_\_

8. Does this business control one or more other businesses? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please provide details: \_\_\_\_\_

9. Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by, any other business? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, provide details: \_\_\_\_\_

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10. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No \_\_\_\_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract): \_\_\_\_\_

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11. Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No \_\_\_\_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. \_\_\_\_\_

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12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_\_ No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_

---

13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_

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14. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a. Any felony charge pending? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

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b. Any misdemeanor charge pending? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

---

c. In the past 10 years, have you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_

d. In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_

e. In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such occurrence: \_\_\_\_\_

15. In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

16. For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17. Conflict of Interest:

1. Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.



2. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

## ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments;
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sworn to before me this            day of            2015

Name of submitting business: \_\_\_\_\_

Date            /            /

**APPENDIX D**  
**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal name: \_\_\_\_\_  
SSN: \_\_\_\_\_  
Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Home address: \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Business address: \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other present address(es): \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable):

President \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Treasurer \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chairman of Board \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Shareholder \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chief Executive Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Secretary \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chief Financial Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Partner \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Vice President \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Other \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No \_\_\_\_ Yes \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No \_\_\_\_ Yes \_\_\_\_; If Yes, provide details.

NOTE : An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
  - a. Been debarred by any government agency from entering into contracts with that agency? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.).
  - a. Is there any felony charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.
  - b. Is there any misdemeanor charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.

- c. Is there any administrative charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such conviction.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No \_\_\_\_ Yes \_\_\_\_ If Yes; provide details for each such investigation.
- 11) In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO \_\_\_\_ YES \_\_\_\_ If Yes; provide details for each such instance.
- 12) For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such year.

# **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of                      2014

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date



**APPENDIX E**  
**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

1. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, the Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

**4. Minimum Service Standards.** Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

**5. Deliverables.**

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Qualified Vendor materials licensed to the County shall be identified to the County by the Qualified Vendor prior to use or provision of Services hereunder and shall remain the property of the Qualified Vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Qualified Vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

**6. Acceptance Criteria.**

In the event that an SOW defines the need for the Qualified Vendor to provide specific Deliverable(s), NCIT shall notify the Qualified Vendor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance by NCIT shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria NCIT may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Qualified Vendor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to cancel the SOW, contract with a different Qualified Vendor, or another vendor if no Qualified Vendor is able to perform the required Supplemental Staffing Services, and to invoice the original Qualified Vendor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Qualified Vendor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County. Rejected items may be regarded as abandoned if not removed by Qualified Vendor as provided herein.

**7. Warranty.**

(a) The Qualified Vendor shall provide a warranty for all Deliverables or products specified in and furnished by or through the Qualified Vendor under an SOW. All products or Deliverables

provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period") provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than Qualified Vendor.

(b) The Qualified Vendor further warrants and represents that products or Deliverables specified and furnished by or through the Qualified Vendor under an SOW shall individually, and where specified by the Qualified Vendor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than the Qualified Vendor. During the Project Warranty Period, defects in the products or Deliverables specified and furnished by or through the Qualified Vendor shall be repaired or replaced by the Qualified Vendor at no cost or expense to the County.

The Qualified Vendor shall advise NCIT immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, the Qualified Vendor shall state the projected delivery time and date. In the event the delay projected by the Qualified Vendor is unsatisfactory, NCIT shall so advise the Qualified Vendor and may proceed to procure substitute Deliverables or services. NCIT will not unreasonably deem the delay unsatisfactory.

#### **8. Stop Work Order.**

The County may issue a written or oral order to the Qualified Vendor to stop work under an SOW (the "Stop Work Order") at any time requiring the Qualified Vendor to suspend or stop all, or any part, of the performance due under the SOW. Reasons for issuing a Stop Work Order may include an inability on the part of the Qualified Vendor to satisfy the criteria as set forth in an SOW or assigning inappropriate personnel to perform the Services under an SOW.

- (a) Upon receipt of the Stop Work Order, the Qualified Vendor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
  - i) Stop or suspend the work for a specific period of time, or
  - ii) Cancel the Stop Work Order and continue work on an SOW, or
  - iii) Terminate the work covered by the Stop Work Order.
- (b) If a Stop Work Order is canceled, the Qualified Vendor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the Qualified Vendor's cost of performance of the SOW.
  - ii) The Stop Work Order results in a change of deliverables for an SOW.
  - iii) Any other reason the County deems necessary and appropriate.
- (c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.

- (d) The County shall not be liable to the Qualified Vendor for loss of profits because of a Stop Work Order issued under this term.

**9. Reimbursement by the Contractor upon Loss of Funding.**

- (a) In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

**10. No Duplication of Payments.**

- (a) Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

**11. Payments in Connection with Termination or Notice of Termination.**

- (a) Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

**12. Indemnification; Defense; Cooperation.**

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

- (d) The provisions of this Section shall survive the termination of this Agreement.

### 13. Insurance.

- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

### 14. Assignment; Amendment; Waiver; Subcontracting.

- (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or

modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

#### **15. Work Performance Liability.**

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

**16. Termination.** (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**17. Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply

with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

**18. Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section and to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

**19. Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**20. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.**

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix E, the terms of this Appendix E shall control.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**21. Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

**22. Executory Clause.** Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.



## APPENDIX EE

### EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- iii. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide the contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor

and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- i. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- ii. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- iii. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- iv. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- v. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- vi. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- vii. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- viii. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- ix. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

**APPENDIX L  
CERTIFICATE OF COMPLIANCE**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

# EXHIBIT 1

## SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:

**Level 1** – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.

**Level 2** – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.

**Level 3** – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

### Support Service Categories

Service Category Number	Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>
3	Help Desk Support Services	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>



**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
4	Desktop Support Services	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
5	Database Management Services	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
7	IT Training Services	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
8	Electronic Commerce/ EDI Services	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
9	Project Management Services	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
10	Microsoft Exchange Services	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
11	Computer Programming Services	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
12	System Programming Services	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	GIS Services	<p>Services specific to various forms of Geographic Information Systems (GIS).</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
14	IT Support Staff Services – Data Center Operations	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	Network Security Services	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
16	Computer Systems Security Services	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	Technical Writing Services	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b>Programmatic Support</b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>o Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>o Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b>Technical Support</b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>
22	Software Engineering Services	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	Database Technical Services	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	Application Services for Servers/Blades	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
25	Wiring Technical Services	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
26	Wireless Networking Services	<p>Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.</p>
27	Network Support Services	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	Server Support Services	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements; design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

**EXHIBIT 2**  
**VENDOR CONTACT INFORMATION**

**THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE**

**FEDERAL ID NUMBER:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Local Services Contact:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Mobile Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**After Hours Contact:** \_\_\_\_\_

**Local Alternate Contact:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Mobile Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**After Hours Contact:** \_\_\_\_\_

**Monthly Usage/Billing Contact:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Mobile Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**After Hours Contact:** \_\_\_\_\_



Accounts Payable Contact: \_\_\_\_\_

Office Phone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

After Hours Contact: \_\_\_\_\_

**UPON CHANGES IN PERSONNEL OR CHANGE IN DUTIES, THE VENDOR MUST  
REPORT TO NCIT ANY UPDATES TO THE VENDOR CONTACT INFORMATION WITHIN  
10 BUSINESS DAYS OF A CHANGE. FAILURE TO DO SO MAY RESULT IN REMOVAL  
FROM THE CONTRACT.**

## **Amendment #1**

### ***Supplemental Staffing***

**RFP #: IT0116-1501**

Nassau County will accept written questions regarding this RFP by Friday, February 6, 2015.

All questions should be sent to the email listed below by 4:00 pm on 2/6/15.

**Email: [supstaffrfp@nassaucountyny.gov](mailto:supstaffrfp@nassaucountyny.gov)**

Response to all vendor questions will be provided as an amendment to this RFP and published on our procurement site by Monday 2/23/15.

Amendment #2

RFPIT0116-1501

Supplemental Staffing RFP questions

Question	Answer
1. Is there any project oriented work with fixed statements of work and combinations of service delivery or is this strictly staff augmentation for the term of the contract on an hourly rate basis?	NCIT expects to submit SOWs for project oriented work and staff augmentation.
2. Please confirm that the Cost Proposal Rates should be for a normal work day consisting of 7 hours.	Cost proposals for this RFP should include an hourly rates based on an 8 hour work day. However, additional discounted rates can be presented for daily, weekly, monthly rates or for paying within a certain time frame, etc.
3. Are there incumbent(s) currently providing these services to NCIT under any existing contract? If so, will NCIT release a list of the incumbent vendors?	Yes, the vendors currently providing these services are SVAM International Inc., RCG Information Technology Inc., Contemporary Computer Services Inc., Bowne Management Systems, Inc., Bicitis Group, Inc. and Infosys International Inc.
4. If there is a current contract in place, what was the total spend under it for 2014? What is the anticipated total annual spend under the new contract?	Current and anticipated spending is between \$200,000 and \$2,000,000.
5. Are there any cost/budget limitations attached to this	Yes, all limitations will be defined during the contract process.

RFP/contract?	
6. During a typical year, what percentage of the SOWs is issued for projects that already have incumbent consultants working versus SOWs for totally new projects without an incumbent consultant in place?	Data is not available.
7. If a proposed/released SOW currently has an incumbent consultant(s) assigned to the project, will NCIT inform the vendor(s) of such?	Depends on if it is relevant to the project.
8. Can NCIT provide the current vendors' maximum bill rates by Service Category and Level?	No, not at this time.
9. Historically, what has been the average length of an SOW/assignment? Do you expect it to be a similar length under the new contract?	The length of an assignment can range from 1 day to 18 months or more.
10. Page 5 of 55, Section C, Scope of Services, 2.a: You state that qualified vendors will be given a "specific period of time" to respond and the time frame "will vary for each SOW." Notwithstanding the above, can you provide the average time frame:	<p>The average time to respond to an SOW will depend on its complexity and time sensitivity of the work. Typically, we request that the response from the vendors in 7-21 days.</p> <p>We expect to respond to all SOWs during the same time period.</p>

<p>To respond to a SOW?</p> <p>Between when an offer in response to an SOW is submitted and when interviews will take place for candidates submitted?</p> <p>From the interview period to the actual on-boarding/start date?</p>	<p>Once an SOW has been awarded, we expect the start date to take place within 7 to 21 days. This can vary depending on the nature of the SOW.</p>
<p><b>11. Page 8 of 55, Vendor Criteria of Performance Section</b></p> <p>1: You state "If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skills sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period." Please clarify the following:</p>	<p>NCIT will not pay for unqualified staff assigned by a vendor.</p>
<p>12. Question 1: Section C - Scope of Services –Page 4 top of page:</p> <p>Qualified vendors are expected to be able to "float up to \$250k during billing reconciliation". Presumably there are assumptions behind this number in payment terms, frequency of invoicing and budgeted level of business. Can you share these assumptions with us please?</p>	<p>Nassau County has a very long billing cycle. Qualified vendors should be financially prepared for same.</p>
<p>13. Question 2: Section C – Scope of Services-Other</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for</p>

<p>Considerations #1 – Page 6:</p> <p>If this were to occur what is the expected timeframe for a replacement that would be acceptable to the County?</p>	<p>other types of assignments.</p>
<p>14. Question 3: Section C – Scope of Services – Vendor Performance Criteria - #2-Personal Substitution:</p> <p>What would be an acceptable timeframe to replace personnel if they were unable to continue work for some reason such as an illness?</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for other types of assignments.</p>
<p>15. Question 4: Appendix A - Cost proposal – Support Service Categories – page 16:</p> <p>Is it required that for a given Service Category rates are provided for all three levels?</p>	<p>No, Rates can be provided for all or select levels within a category. However, the vendor will only receive SOWs on the basis of those categories and levels for which they provided rates.</p>
<p>16. Question 5: Appendix E - # 21 Administrative Service Charge – Page 38:</p> <p>It is assumed that the Administrative Fee for this RFP will be \$0 because it does not have a dollar value until a SOW is received, bid on and awarded. Will this Administrative Service Charge be required for a successful bid on a SOW?</p>	<p>The administrative service fee is for the processing of the contract. There will still an administrative service fee due for the processing of the contract. The amount of the fee will be based on the maximum amount of the contract.</p>

<p>17. Question 6: Exhibit 1 – Page 46:</p> <p>Will travel time and expenses such as mileage and parking be reimbursed for travel required by Service Categories that contain "Must be able to provide transportation" in the description?</p>	<p>Yes, if applicable to the Service Category, NCIT will pay for pre-authorized travel expenses which will be defined in the SOW.</p>
<p>18. Please confirm that this contract is for labor only and that replacement/repair parts are not part of this agreement.</p>	<p>This contract is for labor only.</p>
<p>19. The cost proposal Appendix A does not define "rate". Should this be an hourly number, daily or other?</p>	<p>See question #2</p>
<p>20. To provide the best pricing structure and options for the County we would like to provide different rates for different time frames of service and when hours are worked. Would the following pricing structures be acceptable?:</p> <p>Daily hourly rates during normal business hours and Weekend/Holiday/Afterhours</p> <p>Weekly hourly rates during normal and Weekend/Holiday/Afterhours</p>	<p>See question #2.</p>

Monthly hourly rates during normal and Weekend/Holiday/Afterhours  Yearly hourly rates and during normal Weekend/Holiday/Afterhours	
21. Stipulation for Emergency response?	Any requests for emergency service will be defined in the SOW.
22. Who are the incumbent vendors?	See question #3
23. Are you able to provide their past rate card?	Not at this time.
24. How many references are needed per technical category we submit on?	We would prefer 3 references and at least 1 should be from another government agency.
25. How many resumes are required to submit per technical service?	As many as the vendor can provide that fit the requirements of the SOW. The County will choose from the candidates provided and interview those they feel best fit the requirements of the SOW.
26. What types of projects/initiatives will these consultants be working on in 2015/2016?	NCIT may require Supplemental Staffing for a wide variety of IT projects, including, infrastructure, software development and maintenance, database development and maintenance.



27. How many agencies are you working with now?	See question #3
28. What do you look for in a partner?	Please refer to RFP, Section G, Contract Proposal Evaluation Criteria.
29. Is there manager contact allowed?	Yes, we prefer to have management involvement.
30. Who does the Nassau County IT department support?	NCIT supports all county agencies (50+). A list of agencies can be found on our website. <a href="http://www.nassaucountyny.gov/1437/Departments">http://www.nassaucountyny.gov/1437/Departments</a>
31. What types of technologies are you using for application development?	Nassau County uses all major brands , including but are not limited to, Oracle, MS, DB2, Unix, etc.
32. What type of servers are supporting Nassau County?	Nassau County servers include, but are not limited to Mainframe, AS400, Dell Window etc.
33. Where do the technical professionals report to?	Technical professionals will be assigned to a NC location based on the nature of the work. NCIT administration office is in Mineola and the data center is in Bethpage. There are many other county facilities where Wednesday, February 11, 2015a supplemental staff support may be needed.
34. Does each agency within Nassau County have their own dedicated IT?	No

35. Do you have a hosted solution?	Yes, we have both hosted and non-hosted systems.
36. Where is the data center located?	Grumman Road, Bethpage
<p>37. With reference to the following paragraph in Appendix A – Cost Proposal:</p> <p>“The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.”</p> <p>I have the following questions:</p> <p>Question 1:</p> <p>Please confirm that the Rates would remain firm for at least 3 years (initial period of the contract) and potentially 5 years if the contract is extended.</p> <p>Question 2:</p> <p>In the event that our personnel working on an SOW /</p>	<p>The rates for this contract will remain firm for the life of the contract. This does not preclude any qualified vendor from offering a rate lower than the established rate in the contract in response to any SOW.</p> <p>NCIT will reimburse for pre-authorized travel expenses as defined in the SOW.</p>

<p>project are required travel for a few days to a location other than the primary work location for project related work, would we be compensated for travel related expenses. For example, if the primary work location is Mineola, NY and if our personnel working on the project have to travel to Albany, NY for project related work, would we be compensated for the travel expenses for the trip to Albany, NY?</p>	
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## Amendment #3

### Supplemental Staffing RFP IT 0116-1501

#### Additional Questions / Answers

1. Page 3, Section B refers to a Bidder's Conference, but there is no additional information regarding time or place. Is this an error?	There is no bidder's conference. Please refer to Amendment #1.
2. Page 4, Section C indicates that "Vendors must be able to demonstrate the ability to 'float' up to \$250,000 during billing reconciliation..." Will our independently reviewed financials suffice to demonstrate this?	Yes
3. Page 14 #10 states that Proposers must identify subcontractors to be used. It is typical for IT staff augmentation to involve the use of subcontracted companies to provide consultants on a case-by-case basis, depending on who can provide the best consultant at that time. Will it be possible to add additional subcontractors at the time of the individual requisition, and will there be a process in place to do so quickly enough to respond?	Our contracts contain language that addresses subcontracting.
4. Page 19, Appendix B, states that vendors should include biographies of staff expected to be assigned to this project. Should we understand that to mean account managers, recruiting staff, etc., rather than IT consultants in each category we intend to apply for?	Yes, resumes for IT consultants for each category listed should be provided when a request for the specific service is published.

**APPENDIX C: BUSINESS HISTORY**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**Date:** March 26, 2015

1. **Proposer's Legal Name:** TemPositions, Inc. dba CompuForce
2. **Address of Place of Business:** 420 Lexington Avenue, 21<sup>st</sup> Floor, New York, NY 10170

**List all other business addresses used within last five years:**

111 Broadway, New York, NY 10006; 20 Broadhollow Road, Melville, NY 11747; 10 Mott Avenue, Norwalk, CT 06850; and 140 Geary Street, San Francisco, CA 94108

3. **Mailing Address (if different):** Same as Question #2

Phone: 212-490-7400

**Does the business own or rent its facilities?** All facilities are rented.

4. **Federal I.D. Number:** 13-1963314
5. **Dun and Bradstreet number:** 04-469-1509
6. **The proposer is a (check one):** ☐ Sole Proprietorship ☐ Partnership  
☒ Corporation ☐ Other

Other (Describe):

7. **Does this business share office space, staff or equipment expenses with any other business?**

Yes ☒ No ☐ If Yes, please provide details:

TemPositions, Inc. has several other affiliates/subsidiaries that are involved in providing staff augmentation services that work out of the same office locations as TemPositions, Inc.. They include TemPositions Healthcare, Inc.; SP Payroll Processing LLC; Essey Group LLC; and Essey LLC.

**8. Does this business control one or more other businesses? Yes   X   No        If Yes, please provide details:**

TemPositions, Inc. maintains management control over the other affiliates/subsidiaries listed above in Question #8. The businesses all share office space and services together. All accounting, payroll, invoicing and accounts receivables/payables are handled by our central accounting department at 420 Lexington Avenue in NYC (HQ office).

**9. Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by, any other business? Yes   X   No        If Yes, provide details:**

TemPositions, Inc. is the controlling entity for the subsidiaries/affiliates listed in Question #7. TemPositions Health Care, Inc. is a subsidiary focused on providing temporary supplemental staffing support to the health care industry. The others are affiliates -- SP Payroll Processing was established to isolate/manage payroll burden costs for a large payrolling contract with the NYC Department of Education. Essey LLC and Essey Group LLC were established to manage costs and risks associated with several acquisitions since 2002.

**10. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes        No   X   If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract):**

N/A

**11. Has the proposer, during the past seven years, been declared bankrupt? Yes        No   X   If Yes, state date, court jurisdiction, amount of liabilities and amount of assets.**

N/A

**12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes        No   X**

N/A

**13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state**

and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation.

We just want to clarify our answer to this question. TemPositions, Inc., and its affiliated companies, have **not** been the subject of an investigation by a governmental agency. However, as virtually any employer doing business in the last five years, the companies have received questionnaires and have been requested at hearings and inquiries from various governmental agencies such as the New York State Department of Labor Unemployment Insurance Division, the New York State Workers Compensation Board, the California Workers Compensation Board, the Connecticut Workers Compensation Board, the New Jersey Workers Compensation Board, and the NYS Division of Human Rights. These questions, hearings, and inquiries are in the nature of audits or questions related to corporate income or payroll tax returns or employment issues.

None have been of a criminal nature nor has TemPositions, Inc or any of its affiliates been found in violation of any laws. Accordingly the response to Question #13 is No.

14. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a. Any felony charge pending? No X Yes \_\_\_ If Yes, provide details for each such

charge: N/A

b. Any misdemeanor charge pending? No X Yes \_\_\_ If Yes, provide details for each such charge: N/A

c. In the past 10 years, have you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_ If Yes, provide details for each such conviction: N/A

d. In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes \_\_\_ If Yes, provide details for each such conviction: N/A

e. In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes \_\_\_ If Yes, provide details for each such occurrence: N/A

15. In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative

proceedings with respect to any professional license held? No X Yes \_\_\_\_ If Yes, provide details for each such instance. N/A

16. For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes \_\_\_\_ If Yes, provide details for each such year. N/A

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

**17. Conflict of Interest:**

**1. Please disclose:**

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

TemPositions, Inc., dba CompuForce, is not aware of any conflicts of interest as pertain to Sections i, ii and iii above.

**2. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.**

We do not anticipate any conflicts of interest which might arise that would create actual or potential conflicts of interest with NCIT especially given that our business is strictly staff augmentation services. However, should any such conflict, or potential conflict, arise we will immediately notify the designated contacts within NCIT to make them aware of the situation and discuss if anything needs to be done to resolve the situation.



## ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

**A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.**

**i) Date of formation;**

TemPositions, Inc. was incorporated in New York, NY on April 2, 1960. Our CompuForce division was started in 1986.

**ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;**

James A. Essey, President/CEO, owns 90.23% of the stock of TemPositions, Inc. His work address is 420 Lexington Avenue, Suite 2100, New York, NY 10170.

The remaining 9.77% of the stock is owned by the Alexandra Essey Trust, for which James Essey serves as trustee. Alexandra Essey is his daughter.

**iii) Name, address and position of all officers and directors of the company;**

The company officers are:

- James A. Essey, President/CEO, 420 Lexington Avenue, Suite 2100, New York, NY 10170
- David Deacon, COO, 420 Lexington Avenue, Suite 2100, New York, NY 10170

**iv) State of incorporation;**

New York

**v) The number of employees in the firm;**

The company has 70 full-time staff and employs approximately 5,600 temporary employees per year.

**vi) Annual revenue of firm;**

Total revenue for 2014 was \$62,900,000. Audited Financial Statements for 2014 are not yet available, so we have attached our Audited Financial Statement for 2013 as Exhibit II at the end of this section. Total revenue for 2013 was just over \$51,400,000.

Cash Management: Our strong retained earnings picture evidenced in our Financial

Statements indicate we have adequate internal cash to a \$250,000 "float" during billing reconciliation. However, should that change, or the needs increase, we have an additional \$6,000,000 line of credit with our bank, Citibank, to cover any possible cash flow needs.

**vii) Summary of relevant accomplishments;**

Founded in 1962, The TemPositions Group of Companies is one of the largest regional staffing firms in the country, and currently employs over 5,600 people annually in the New York, New Jersey, Connecticut, and California markets. Our CompuForce division was created in 1986 as the IT specialty division of TemPositions. NCIT's needs fit well with our capabilities and would make us an excellent candidate for handling your requirements.

For over 53 years, TemPositions has been a pioneer in the staffing industry. For example, to attract top quality temporary candidates, we were one of the first services to provide "temporaries" with the same benefits they'd receive if they were working in a full-time employment situation. And over the years, our benefits program has evolved, insuring our ability to continue attracting and retaining top talent.

With our 53 years in the business comes experience. Our in-house staff is larger than most of our competitors', numbering 70 employees, ensuring that every aspect of our client servicing relationship is handled by a "specialist" in their particular area. The size of our in-house staff allows us to give our clients the individual care and attention they deserve.

Our clients tell us a major reason for our becoming one of the dominant staffing companies in the New York Metro market is our local rather than national ownership. New York City operates differently than any other city in the country. As a result, "cookie-cutter" national programs frequently do not meet the specialized needs of the New York Metro client. Our local ownership gives our organization greater flexibility in meeting client needs because our senior management is involved in day-to-day decision-making. This allows us to quickly respond to client requirements -- taking a proactive approach in helping them meet their needs without having to report through branch, regional and headquarters hierarchies. One perfect example of this is our ability to use technology for the benefit of our clients. We are large enough to maintain a full IT department on staff to meet clients' needs, allowing us to customize our systems as need be. Smaller firms cannot afford to do this, and the larger firms have difficulty in creating specialized computer systems for a particular project given their need to have them interface with their multitude of offices and systems.

We have been recognized for our innovation with numerous awards and honors such as:

- In 2010, TemPositions was awarded the “CIO 100” award by *CIO Magazine*, which each year honors 100 organizations from around the world that have distinguished themselves by creating genuine business value through the effective and innovative use of IT.
- The “Entrepreneur of the Year Award” from Inc. Magazine, Ernst & Young and Merrill Lynch. Recognizing TemPositions’ entrepreneurial imagination and perseverance within the human resources field, this award also acknowledges companies that have a commitment to give back to the communities in which they do business.
- The “Excellence in Business Award” from the Chamber of Commerce and Forbes Magazine. This award recognizes companies with vision and the power of imagination.
- The New York Staffing Association “New Yorker Award.” Our President/CEO, James Essey, received this award to commemorate his service to the industry.
- James Essey was recognized by his peers by being elected to serve as Chairman of the American Staffing Association in 2004. ASA represents the U.S. staffing industry. Its member companies provide temporary help, contract labor and permanent placement services through 15,000 offices across the nation and account for 85 percent of U.S. staffing industry revenues. After completion of his term, Jim was named Chairman of ASA’s Legal and Legislative Committee, a position he still holds in addition to ASA board membership. Previously, he served five terms as President of the New York Staffing Association.

Over the years, our innovations have been featured in a number of publications, including Success Magazine, Crain’s New York Business, Inc Magazine, Business Finance, The Advance for Health Information Executives, Staffing Success Magazine and Industry Week.

viii) **Copies of all state and local licenses and permits.**

Not Applicable.

**B. Number of years in business**

TemPositions, Inc. has been in business for 53 years; our CompuForce division has been servicing clients for 29 years.

**C. Additional information supporting the CompuForce's capacity and reliability to perform these services.****Service Philosophy**

Our corporate philosophy can best be described as a partnership -- NCIT works with us to set the goals and then it is our responsibility to ensure the goals are met. Since 1962, we have been employing this philosophy with our clients. Our organization has the size and depth to staff a wide range of projects, large or small. We have been able to fulfill our clients' requirements because we have in-house experts responsible for overseeing the many details that comprise both the client's project and the resulting needs of our temporaries/consultants. The team includes individual specialists not only in the recruitment and placement areas, but also behind-the-scenes in project management, billing, payrolling, record keeping and benefits administration. We believe in the importance of keeping the client well informed on the operation, so they will never feel things are occurring about which they are unaware. We do this in several ways, including periodic status meetings with appropriate client representatives, customized management reports, and easy accessibility to our senior management staff to address any unforeseen problems. We also feel it is important to strive for higher service levels than those that existed before a contract with our firm was implemented. This is critical to gain the support of the groups with which our staff will interact. We do this through careful selection, supervision and, where necessary, training of all our employees.

**State-of-the-Art Technology**

One of our main operating principles is that a client's experience utilizing temporary/contingent staff should be an exceptional one, devoid of numerous manual time-consuming tasks. We use technology to facilitate the process to a great degree and have a solid infrastructure to support this process, which includes our proprietary leading-edge database program (*Intellistaff*) we developed ourselves that is unique to the industry. *Intellistaff* allows us to organize all of our employees by skills, schedule availability and prior assignments. It also tracks all orders received, pulling specialized information from our client database, including account history, technologies used, travel directions and service "hot buttons." We took the extraordinary step of building the system ourselves because we were unable to find any products available on the market that had the power and flexibility we needed. It is through the use of *Intellistaff* that we will be so effective in filling the multitude of orders necessary to be serviced under this contract. Our leading-edge business tools allow will allow NCIT to place orders, receive candidate resumes and schedule interviews, approve time sheets, receive invoices, view usage and performance reports, and manage payables – all online, 24/7. After analyzing the IT process we

developed for the use of our clients, *CIO Magazine* selected our company to receive the prestigious CIO 100 award for the work we did in making the entire hiring process so much more efficient. Our weaving of technology into each component to make the process more simplified and faster to complete is a large part of what makes CompuForce unique versus its competitors.

There are four basic components to TemPositions' staffing approach to ensure the successful identification, selection, evaluation and payrolling of quality candidates for our clients:

- Recruitment
- Screening, Selection & On-Boarding
- Placement, Timekeeping & Evaluation
- Invoicing & Reporting

### **Recruitment**

To build our candidate pools, unlike many of our competitors, CompuForce does not rely on paid job postings and recruitment advertising for the majority of its work force; our focus is on referrals. A large portion of our professionals are referred to us -- from existing employees, client firms, industry professionals and local organizations such as the Help Desk Institute, Association of Systems Management, Microcomputer Managers Association, New York LAN Association, IT Executive Focus Group, Tech Forum, Infoco, Women in Computing, etc. We find the "pre-screening" done on the part of the referrer has historically provided us a higher quality applicant pool from which to select our employees. This broad network will be especially important in servicing the diverse needs of a project of this size and scope, in that it will provide to us strength in both the breadths of skills needed and geographic diversity as well.

We also have a strong presence on the Internet, itself, both through our own site, [www.compuforce.com](http://www.compuforce.com), and a number of job banks such as Monster, Dice, CareerBuilder, JustTechJobs and MilitaryHire.com, among others. Through our proprietary *Intellistaff* system, we use a resume search tool that takes advantage of "spider technology," allowing us to simultaneously search multiple Internet resume sources at once. These sources include not only the pay boards to which we subscribe, but also free boards, colleges and universities, social service organizations, and government sites.

We also make strong use of "social media" tools such as LinkedIn, Facebook, and Twitter, being one of the first firms to recognize the incredible power of these tools in helping us uncover hard-to-find candidates in volume quickly.

**eRegister**

Personal Information: Name, Address, Phone, Email, etc.

As part of this sourcing process we make applying with TemPositions easier, thus improving our candidate pools. Our *e-register* online application can be completed at home through our website.

**eRegister**

**GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

Please read our following General Terms and Conditions of Employment for the positions of Computer Support Specialist and Office Assistant. These terms and conditions are a part of the employment agreement and you must agree to them before we can hire you.

The online application ensures candidates provide us with all of the personal and professional information we need, at a time convenient to them. This way, when they come into our office, they only need to perform our hands-on in person testing in their areas of competency and complete our intense interview process.

**eRegister**

Method of Payment: Direct Deposit, Payroll Card, etc.

## Screening, Selection & On-Boarding

**eRegister**

**Form I-9, Employment Eligibility Verification**

Department of Homeland Security  
U.S. Citizenship and Immigration Services

Please read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employees CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the employee cannot provide a future registration date may also constitute illegal discrimination.

Section 1. Employment Information and Verification. Is the individual an authorized employee at the time of registration?

Yes: ☐ No: ☐

Signature of Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

*Intellistaff* also greatly automates the communication process, allowing us to reach potential candidates quickly. Candidates whose resumes pass initial screening by our recruiters are sent automatic emails explaining details of the particular assignment and urged to contact us to schedule a preliminary phone screening where we probe pertinent prior employment and identify their years of experience in specific computer skills. Based on this phone screening, should there

appear to be a match, we move into phase two of the vetting process.

In this phase, we compare the backgrounds of the various candidates identified and select the top ones for further screening. If appropriate, candidates may have their skills measured against strict proficiency standards, performing detailed hands-on, web-based testing to “tech-check” their capabilities. We have testing capabilities through over 300 validated technical tests.

Those candidates who pass this initial screening receive an extensive one-on-one interview either in office or through the use of a webcast to more thoroughly evaluate their work histories and their match to the current position, as well as to judge the intangible elements of communication skills, style, appearance and demeanor.

Candidates who pass the interview process are then put through our final vetting stage where we

verify required licenses, certifications and educational background, and perform detailed reference checking where we not only verify dates of employment and their previous work record, but also provide non-confidential technical details of the upcoming assignment to prior supervisors to get their confirmation that the candidate is well-qualified to perform in the required role. Before activating a candidate in our database, we require two positive recommendations from their employers. We look to determine not only whether the individual's work was satisfactory, but also whether or not the former employer would re-hire this employee. These conversations are very valuable for us because through anecdotes shared by the previous employers we are able to validate or invalidate our overall assessment of the candidate.

Finally, once a candidate has successfully completed the application, testing, interviews and reference check phases, and been judged suitable for hire, we complete the I-9 verification process and add them to our pool of professionals. Owing to the comprehensive nature of our tests, interviews and reference checks, only 10 - 15% of our applicants are actually selected to work for us.

### **Unique Retention**

Of course, our recruiting and screening programs for temporary employees would be meaningless unless we were able to retain our professionals. We believe a strong benefits program is critical to attract and retain top-quality consultants, and thus enhance the continuity of our workforce. That's why we offer a program that is uncharacteristic for the industry, offering our employees benefits indistinguishable from many of our clients' employees. While this results in a higher benefit cost per employee, we believe it a vital component of our service strategy. It is one of the ways we can insure that employees complete their assignments and are available to return when needed. Our benefits include company-matched 401(k) plan; paid vacations and holidays; dental coverage; tax-free Federal TransitChecks; and child care assistance and referral bonuses. While we have historically offered company-subsidized health insurance to our temporary employees, the entire landscape for health insurance changed with the final implementation of the Affordable Care Act ("ACA"). Therefore, we have adjusted our offerings to be fully compliant with the provisions of ACA as of January 1, 2015.

### **Placement, Timekeeping, Performance Evaluation and Invoicing**

CompuForce supports its clients the most during the requisition, identification and placement processes. It is at this stage of the process that our technology truly shines. NCIT will have access to our full suite of online client tools that are available 24/7. Your hiring managers will be able to access our Client Web Access and online Rapid Order System (should you decide to use it) via computer, tablet or smart phone.

[illegible]

# Electronic Submission of Resumes: When candidates are identified, we will notify the NCIT order placer and present their resumes to the order placer for review. We will provide each with a coversheet we call an *eProfile* that presents an overview of the candidate, highlighting how their skills match the job description as well as other relevant information. The resume can also be accessed through a link on the *eProfile* screen. In addition, to request an interview, users simply click the request interview link, which will launch a tool asking them to select several interview times. The system will then

go out and contact the candidate and offer the interview times and receive the candidate's acceptance. No more phone tag back and forth! It then will go back to the order placer and confirm the interview time. If the candidate is not a fit, that can be indicated as well on the *eProfile*. This provides us exceptional ability to complete a recruiting assignment faster than normal.

[illegible]

**Electronic Capture of Hours Worked and Approval by Client:**

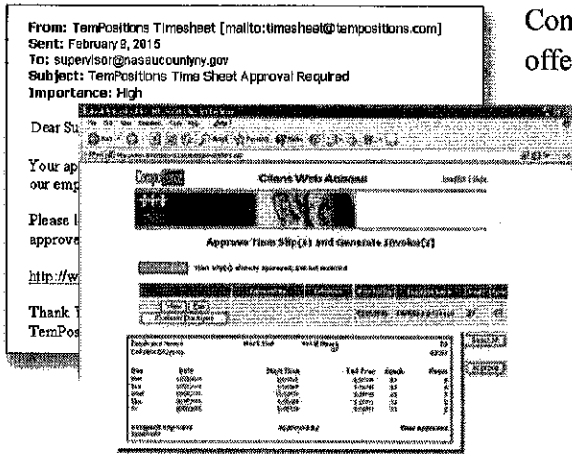
We are not aware of whether NCIT has its own time tracking system that vendors are required to use. If not, all of our timekeeping is completed electronically. Our employees enter their hours worked into our system in one of three ways: through a web-

based computer or mobile phone data entry screen, an etimeclock or use of interactive voice recognition

(IVR) via the telephone. This information is then approved (or edited and then approved) by the

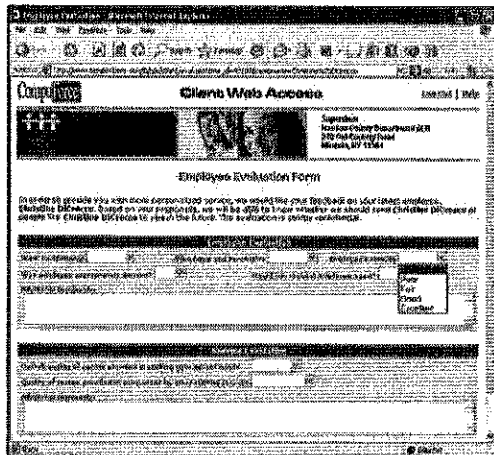
corresponding NCIT supervisor, who receives an e-mail indicating a timecard is awaiting their approval, and then uses a link to our secure Internet site at which the approval is made.





CompuForce always looks to improve our support offerings; often this is achieved through the successful implementation of process and system enhancements. Timekeeping is no different. Not only can timesheets be reviewed, approved and edited on mobile devices but we also have two features that many clients choose to utilize. We have the capacity to implement GPS and/or IP Address tracking. These features provide hiring managers with the peace of mind that our professionals are clocking in and clocking out appropriately and on-site, lessening the

oversight tasks of our clients.



**Employee eRating Evaluation:** Most importantly, during the timekeeping process we ask our clients to provide us feedback on the work product of our professionals. CompuForce has a strong corporate commitment to quality service and believes it is critical to receive feedback on the performance of our consultants on a regular basis.

The monitoring of performance, attendance and punctuality, appearance, the fulfilling customer needs and improving customer satisfaction is critical to our success. We have developed an *Employee eRating* to

continuously monitor performance and satisfaction levels. This process begins at the point of screening. When a candidate interviews with us, we assign them an *eRating* in our system based on their interview, test results and reference checks. An *eRating* is based on a four-point scale, with four being the highest rating. During each assignment, we ask our clients to fill out a client evaluation when they approve an employee's hours. Based on the ratings received from our clients, each employee's *eRating* in our system is updated to include those scores, similar to a GPA.

Additionally, the comments provided during the evaluations, coupled with the verbal feedback we receive from NCIT hiring managers, identify for us opportunities of professional development for our professionals. We are strongly committed to providing coaching to our consultants; in fact, any employee that has a rating below a three automatically receives coaching.

We also utilize the *eRating* to rank our placement searches in order of preference, and ensure that only the highest rated employees are sent on assignments. Therefore as assignments become available, temporary consultants who have the highest overall ratings will get more opportunities for work, and will ensure that we provide only the highest quality professionals to NCIT.

From: TempStaffing Client Web Access  
Sent: Saturday, 2/8/2015  
To: [redacted]  
Subject: Your 2/8/2015 invoice is ready for review

Dear Supervisor,

Please find attached your invoice.  
After review, please print out a copy or forward the email to your payee.

**Supervisor/ Payee's Email/ Department of IT**

**Time Sheet**

Employee Name	Week End	Total Hours	Reported To
Christine DiCrocco	2/8/2015	37	Supervisor

Day	Date	Start Time	End Time	Lunch	HRS
Mon	02/02/2015	08:00AM	05:00PM	30	8
Tue	02/03/2015	08:00AM	05:00PM	30	8
Wed	02/04/2015	08:00AM	05:00PM	30	8
Thu	02/05/2015	08:00AM	05:00PM	30	8
Fri	02/06/2015	08:00AM	05:00PM	30	8

Notes:  
Approved by: Supervisor Date: 2/8/2015

**Electronic Invoicing & Reporting:** CompuForce has developed electronic, emailed invoicing procedures that will enable NCIT to have detailed records in perpetuity. Our invoices include client approved timesheets for each professional to ease the tracking processes. Upon weekly approval of hours, invoices will be emailed immediately to the designated NCIT contact.

NCIT will have the ability to immediately call up hours of any temporary consultant and see their electronic time card for any week specified. Since total weekly hours are automatically calculated, there are no occasions for inaccurate addition of hours, as is frequently the case with hand-tallied cards. This will save NCIT personnel significant time in verifying and approving invoices, and also make it much easier to locate historical information. Invoices are also available on-line and include imaged copies of electronic timecards showing the individual who approved the time cards, as well as a time and date stamp of when the approval was performed.

Further, the Client Web Access system will provide NCIT with a full suite of dynamic reporting functionality, capable of being customized to meet your needs. Reports are available online 7/24/365. During the commencement of our engagement with NCIT we will share with you the reporting functionality as well as standard reports that our extensive experience has shown to be beneficial to our clients.

Some standard examples of reports are:

- The number of temporaries working sorted by location, department, skill set or cost
- Timekeeping reports, showing detailed work schedules
- Invoicing aging reports
- Weekly staffing schedule reports
- Billed invoice reports

Client Web Access

**Billed Invoice Report**

Invoice Report

Invoice #	Invoice Date	Invoice Amount	Invoice Status
1000000000	02/02/2015	1000000000	PAID
1000000000	02/03/2015	1000000000	PAID
1000000000	02/04/2015	1000000000	PAID
1000000000	02/05/2015	1000000000	PAID
1000000000	02/06/2015	1000000000	PAID



**Company:** NYC Administration for Children's Services

**Contact Person:** Suzanne Horton, Director of Desktop Support

**Address:** 150 William Street

**City/State:** New York, NY 10038

**Telephone:** (212) 442-2042

**E-Mail Address:** [suzanne.horton@dfa.state.ny.us](mailto:suzanne.horton@dfa.state.ny.us)

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**Company:** NYC Department of Health and Mental Hygiene

**Contact Person:** Hiram Szeto, MIS Director

**Address:** 42-09 28<sup>th</sup> Street, 4<sup>th</sup> Floor, CN-1

**City/State:** Long Island City NY 11101

**Telephone:** (718) 391-8220

**E-Mail Address:** [hszeto@health.nyc.gov](mailto:hszeto@health.nyc.gov)

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**Company:** United Nations/International Computing Centre

**Contact Person:** Maureen Jarus, Administrative Officer

**Address:** 730 Third Avenue, 24<sup>th</sup> Floor

**City/State:** New York, NY 10017

**Telephone:** (212) 963-1809

**E-Mail Address:** [jarus@unicc.org](mailto:jarus@unicc.org)

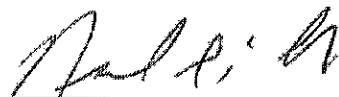
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**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David Deacon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of MARCH 2015



Notary Public

NICHOLAS G. DILALLA  
NOTARY PUBLIC, State of New York  
No. 30-4970319  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires August 13, 2018

Name of submitting business: TemPositions, Inc. dba CompuForce

By: David Deacon



Signature

Chief Operating Officer

03/26/2015

**EXHIBIT II**

**AUDITED FINANCIAL STATEMENTS**

WeiserMazars LLP

**TemPositions, Inc.  
and Subsidiaries  
and Affiliates**  
Combined Financial Statements  
November 24, 2013 and  
November 25, 2012

 MAZARS

  
**WeiserMazars**  
ACCOUNTING | TAX | ADVISORY

WEISERMAZARS LLP IS AN INDEPENDENT MEMBER FIRM OF MAZARS GROUP

## Management's Discussion of Operations

The company reached a new sales record in 2013, growing 5% over 2012's record performance. Through careful expense controls, our net income increased even more dramatically, rising 23.6% over the prior year.

Our niche business offerings strategy continues to be a major reason for our success. Our broad service offerings allow us to capitalize on varying skill shortages in the marketplace, insulating us from downturns in any specific service sector. This strategy also allows us to fully support our client base, handling virtually any staffing need.

In 2013, we introduced a new service to our client base: Recruitment Process Outsourcing (RPO). Here, we help clients rapidly add to their employee base using our recruiting and screening resources. In one situation, we located 90, specialized employees for a 6 month project in only two weeks. Because it was project work, the employees remained on our payroll, ridding the client of any employer obligations. We streamlined the process with our technology where employee profiles and resumes were shared with the client electronically using our proprietary eProfile tool; it allowed them to totally manage the submittal and approval process on line.

In addition, we won a large state-wide contract with a California state agency, taking it away from one of the California's largest staffing services. The agency was very impressed with the way we made the entire ordering, time keeping and billing process electronic.

Both of these examples illustrate how our state-of-the-art technology solutions, developed in house, make doing business with our firm easier and more efficient, and give us a competitive advantage.

Our strong cash flow position has allowed us to remain debt-free, while at the same time internally funding the costs of our receivables and our technology development.

We will continue to develop innovative staffing solutions which should allow us to build business with our existing clients and attract new ones.

TemPositions, Inc.

  
Richard P. Essey  
Chairman

  
James A. Essey  
President/CEO

  
Nicholas DiLalla  
Controller

Essey, LLC

  
James A. Essey  
Managing Member

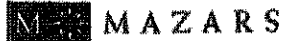
  
Nicholas DiLalla  
Controller



**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Contents**  
**Years Ended November 24, 2013 and November 25, 2012**

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<b>Combined Financial Statements</b>	
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WeiserMazars

### Independent Auditors' Report

To the Officers and Directors of  
TemPositions, Inc. and Subsidiaries and Affiliates

We have audited the accompanying combined financial statements of TemPositions, Inc. and Subsidiaries and Affiliates (the "Company"), which comprise the combined balance sheets as of November 24, 2013 and November 25, 2012, and the related combined statements of income and comprehensive income, changes in equity, and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of TemPositions, Inc. and Subsidiaries and Affiliates as of November 24, 2013 and November 25, 2012, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*W. Mazars*

April 9, 2014

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WEISERMAZARS LLP IS AN INDEPENDENT MEMBER FIRM OF MAZARS GROUP.



**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Combined Balance Sheets**  
**November 24, 2013 and November 25, 2012**

	2013	2012
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 6,614,000	\$ 4,718,000
Marketable securities	620,000	464,000
Accounts receivable, net of allowance for doubtful accounts of \$206,000 and \$321,000 in 2013 and 2012, respectively	5,925,000	5,672,000
Prepaid expenses and other current assets	177,000	155,000
<b>Total current assets</b>	<b>13,336,000</b>	<b>11,009,000</b>
Property and equipment, at cost, net	212,000	221,000
Deferred income taxes	9,000	4,000
Security deposits and other assets	164,000	175,000
<b>Total assets</b>	<b>\$ 13,721,000</b>	<b>\$ 11,409,000</b>
<b>Liabilities and Equity</b>		
<b>Current liabilities</b>		
Accrued payroll and related costs	\$ 2,166,000	\$ 1,189,000
Other current liabilities and accruals	449,000	474,000
<b>Total current liabilities</b>	<b>2,615,000</b>	<b>1,663,000</b>
<b>Other liabilities</b>	<b>241,000</b>	<b>357,000</b>
<b>Total liabilities</b>	<b>2,856,000</b>	<b>2,020,000</b>
<b>Commitments and contingencies</b>		
<b>Equity</b>		
Common stock, \$0.01 par:		
Class A - authorized 150,000 shares; issued 100,000 shares	1,000	1,000
Class B, nonvoting - authorized 300,000 shares; issued 200,000 shares	2,000	2,000
Capital in excess of par	7,000	7,000
Accumulated other comprehensive income (loss)	216,000	(186,000)
Members' equity	3,919,000	3,120,000
Retained earnings	7,569,000	7,294,000
	<b>11,714,000</b>	<b>10,238,000</b>
<b>Less common stock in treasury, at cost</b>		
Class A shares of 23,672	(480,000)	(480,000)
Class B shares of 39,032	(369,000)	(369,000)
<b>Total equity</b>	<b>10,865,000</b>	<b>9,389,000</b>
<b>Total liabilities and equity</b>	<b>\$ 13,721,000</b>	<b>\$ 11,409,000</b>

The accompanying notes are an integral part of these combined financial statements.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Combined Statements of Income and Comprehensive Income**  
**Years Ended November 24, 2013 and November 25, 2012**

	2013	2012
Operating revenues	\$ 51,492,000	\$ 48,836,000
Cost of services	40,026,000	37,260,000
Gross profit	11,466,000	11,576,000
Selling and administrative expenses	10,166,000	10,661,000
Operating income	1,300,000	915,000
Loss on sale of securities	(138,000)	-
Other income, net	107,000	120,000
Income before income taxes	1,269,000	1,035,000
Provision for income taxes	75,000	69,000
Net income	1,194,000	966,000
Other comprehensive income (loss), net of tax:		
Net unrealized gain (loss) on equity securities arising during the period (net of income tax provision (benefit) of \$ 0 and \$ 0)	220,000	(4,000)
Plus: Reclassification adjustment for losses included in net income (net of income tax benefit of \$ 0 and \$ 0)	182,000	-
Total comprehensive income	\$ 1,596,000	\$ 962,000

The accompanying notes are an integral part of these combined financial statements.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Combined Statements of Changes in Equity**  
**Years Ended November 24, 2013 and November 25, 2012**

	Common Stock		Capital in Excess of Par	Accumulated Other Comprehensive Loss	Members' Equity	Retained Earnings	Treasury Stock	Total Equity		
	Class A Shares	Class B Amount								
Balance - November 27, 2011	100,000	\$ 1,000	200,000	\$ 2,000	\$ 7,000	\$ (182,000)	\$ 2,723,000	\$ 7,065,000	\$ (849,000)	\$ 8,767,000
Net income							737,000	229,000		966,000
Other comprehensive loss						(4,000)				(4,000)
Distributions against current earnings						(348,000)				(348,000)
Balance - November 25, 2012	100,000	1,000	200,000	2,000	7,000	(186,000)	3,120,000	7,294,000	(849,000)	9,389,000
Net income							919,000	275,000		1,194,000
Other comprehensive income, net of tax										220,000
Reclassification adjustment for losses included in net income										182,000
Distributions against current earnings						(120,000)				(120,000)
Balance - November 24, 2013	100,000	\$ 1,000	200,000	\$ 2,000	\$ 7,000	\$ 216,000	\$ 3,919,000	\$ 7,569,000	\$ (849,000)	\$ 10,865,000

The accompanying notes are an integral part of these combined financial statements.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Combined Statements of Cash Flows**  
**Years Ended November 24, 2013 and November 25, 2012**

	2013	2012
Cash flows from operating activities		
Net income	\$ 1,194,000	\$ 966,000
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	80,000	43,000
Provision for bad debt	(35,000)	203,000
Deferred income taxes	(5,000)	13,000
Loss on sale of securities	138,000	
Increase (decrease) in cash resulting from changes in operating assets and liabilities		
Accounts receivable	(218,000)	(1,038,000)
Prepaid expenses and other current assets	(22,000)	27,000
Security deposits and other assets	11,000	(25,000)
Accrued payroll and related costs	977,000	95,000
Other liabilities and accruals	(141,000)	(151,000)
Net cash provided by operating activities	<u>1,979,000</u>	<u>133,000</u>
Cash flows from investing activities		
Purchase of property and equipment	(71,000)	(76,000)
Sale of available-for-sale marketable securities	108,000	-
Net cash provided by (used in) investing activities	<u>37,000</u>	<u>(76,000)</u>
Cash flows from financing activities		
Repayment of demand promissory note receivable from stockholder	-	100,000
Repayments of note payable	-	(100,000)
Distributions to stockholders and members	(120,000)	(340,000)
Net cash used in financing activities	<u>(120,000)</u>	<u>(340,000)</u>
Net increase (decrease) in cash and cash equivalents	1,896,000	(283,000)
Cash and cash equivalents		
Beginning	4,718,000	5,001,000
Ending	<u>\$ 6,614,000</u>	<u>\$ 4,718,000</u>
Supplemental disclosures of cash flow information		
Cash paid during the year for		
Income taxes	\$ 127,000	\$ 36,000
Interest	\$ -	\$ 6,000

The accompanying notes are an integral part of these combined financial statements.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

**1. Businesses and Summary of Significant Accounting Policies**

**Description of Business**

TemPositions, Inc. and its wholly owned subsidiaries (collectively "TemPositions") is a full-service temporary employment and staffing service which consists of multiple specialized divisions including TemPositions, Inc. (general office services); The Desktop Group (graphic design, advertising, marketing, and public relations professionals); CompuForce (information technology specialists); AccePositions (accounting and finance personnel); HR Staffing Solutions (human resource professionals); On Call Counsel (attorneys and paralegals); TemPositions Legal (additional legal support staff); School Professionals (teachers and educational support staff); TemPositions Hospitality (culinary and service staff); TemPositions Health Care (private, occupational and institutional health care) and Enriched Living (home care). TemPositions services clients in the New York tri-state and San Francisco Bay areas through multiple offices.

To service the needs of a large multi-year contract awarded to the School Professionals division, SP Payroll Processing, LLC ("SPPP"), a New York limited liability company, and an affiliate of TemPositions, was formed to process the payroll for the contract.

Essey, LLC ("Essey"), a New York limited liability company, and an affiliate of TemPositions, is a full-service temporary employment and staffing service with specialized divisions including: Vintage/TemPositions (general office support); Magill Search (executive recruiting); and TemPositions Eden Hospitality (culinary and service staff). Essey services clients in the New York tri-state area through multiple offices.

Essey Group LLC ("Essey Group"), a New York limited liability company, and an affiliate of TemPositions, is a full-service temporary employment and staffing service with a concentration on the placement of lawyers. Essey Group services clients in the New York tri-state area through multiple offices.

Essey and Essey Group operate businesses using various DBAs under agreement with TemPositions.

The liabilities of the members for the losses, debts, and obligations of Essey, SPPP, and Essey Group is limited to their capital contributions. The members may, under certain circumstances, be liable to Essey, SPPP, and Essey Group to the extent of previous distributions made to them in the event that Essey, SPPP, and Essey Group do not have sufficient assets to discharge their liabilities.

**Principles of Combination**

The accompanying financial statements include the combined accounts of TemPositions, Essey, SPPP, and Essey Group (collectively, the "Company") for the years ended November 24, 2013 and November 25, 2012. All significant intercompany transactions, balances, and profits have been eliminated in combination.

**Nonconsolidated Variable Interest Entities**

Accounting principles generally accepted in the United States of America provide a framework for identifying variable interest entities ("VIEs") and determining when a company should include the assets, liabilities, non-controlling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is a corporation, partnership, limited-liability corporation, trust, or any other legal structure used to conduct activities or hold assets that (1) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (2) has a group of equity owners that are unable to direct the activities of the entity that most significantly impact its economic performance, or (3) has a group of equity owners that do not have the obligation to absorb losses of the

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

entity or the right to receive returns of the entity. A VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE that is considered a variable interest (a variable interest holder) has the power to direct the VIE's most significant activities and the obligation to absorb losses or the right to receive benefits of the VIE that could be significant to the VIE. A variable interest owner that consolidates the VIE is called the primary beneficiary.

In 2013 and 2012, the Company determined that it is not the primary beneficiary of SPPP, a VIE, because the Company lacks the power to direct the activities of the variable interest entity that most significantly impacts its economic performance. Therefore, consolidation in the Company's financial statements is not required. The assets and liabilities of SPPP are summarized as follows:

Description	Classification	Carrying Value	
		2013	2012
Cash and cash equivalents	Assets	\$ 817,000	\$ 662,000
Accrued payroll and related costs	Liabilities <sup>a</sup>	\$ 656,000	\$ 448,000

<sup>a</sup>Represents maximum exposure to loss

**Fiscal Year**

The Company uses a 52-53 week fiscal year. The fiscal years ended November 24, 2013 and November 25, 2012, are referred to as 2013 and 2012 throughout these combined financial statements. The Company uses the last Sunday in November as the end of its fiscal year.

**Cash and Cash Equivalents**

The Company considers cash, money market accounts, and investments purchased with original maturities of three months or less to be cash equivalents.

**Marketable Securities**

Management determines the appropriate classification of investment securities at the time of purchase and reevaluates such designation as of each balance sheet date.

The Company has classified its investment portfolio as available-for-sale, consisting primarily of equity securities, which are carried at fair value. Such securities are subject to various risks that determine the value of marketable securities held. Due to the level of risk associated with certain equity securities and the level of uncertainty related to changes in value of these securities, it is at least reasonably possible that changes in market conditions in the near term could materially affect the value of marketable securities reported in the financial statements. These fluctuations in fair value are recorded as unrealized gains and losses, net of tax, and are presented as a separate component of equity. Realized gains and losses and declines in value judged to be other than temporary on available-for-sale securities are charged to operations. The cost of securities sold is based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in other income.

The cumulative net unrealized gain/(loss) on available-for-sale securities included in equity was \$216,000 and \$(186,000) as of November 24, 2013 and November 25, 2012, respectively.



**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

**Accounts Receivable**

Accounts receivable consist of trade receivables recorded at their original invoice amounts, less an estimated allowance for uncollectible accounts. Trade credit is generally extended on a short-term basis; thus, trade receivables do not bear interest. Trade receivables are periodically evaluated for collectibility based on past credit histories with customers and their current financial conditions. Changes in the estimated collectibility of trade receivables are recorded in the results of operations for the period in which the estimates are revised. Trade receivables that are deemed uncollectible are written off against the allowance for doubtful accounts. The Company generally does not require collateral for trade receivables.

**Property and Equipment**

Property and equipment are stated at cost. Depreciation is provided on the straight-line method over the estimated useful lives of the related assets, which range from three to ten years. Amortization of leasehold improvements is provided on the straight-line method over the periods covered by the related leases, or their estimated useful lives, whichever is shorter.

**Income Taxes**

TemPositions has elected to be taxed as an S corporation under the Internal Revenue Code and to treat its subsidiaries as Qualified Subchapter S Subsidiaries. As a result of the election for federal tax purposes, taxable income will be reported by the stockholders and, accordingly, no provision for federal income taxes is provided by the Company. Similar treatment applies for California and New York State tax purposes. The Company is subject to other state and local income taxes and will continue to recognize current and deferred income taxes, accordingly.

Essey, SPPP, and Essey Group are limited liability companies and are not subject to federal income taxes. Instead, the members are required to include their taxable income or loss on their tax returns.

Deferred income taxes are recognized for temporary differences between the bases of assets and liabilities for financial statement and income tax purposes. Deferred income taxes represent the future tax consequences of those differences which will either be taxable or deductible when the assets and liabilities are recovered or settled. The Company recorded deferred income taxes based on state and local rates. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

**Operating Revenues and Cost of Services**

Operating revenues and cost of services are recorded in the period during which services are rendered. Cost of services includes direct payroll and payroll-related expenses.

**Comprehensive Income**

The Company has determined total comprehensive income to be \$1,596,000 and \$962,000 for the years ended 2013 and 2012, respectively. The Company's total comprehensive income represents net income plus the change in net unrealized gains (losses), net of tax, for the year. Accumulated other comprehensive income (loss) consists of net unrealized gains (losses) on equity securities.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

**Advertising Expense**

Advertising costs, which are expensed as incurred, totaled \$199,000 and \$148,000 for the years ended 2013 and 2012, respectively.

**2. Marketable Securities**

The following is a summary of available-for-sale securities:

	Cost	Accumulated Unrealized Gain/(Loss)	Estimated Fair Value
Equity securities at 2013	\$ 404,000	\$ 216,000	\$ 620,000
Equity securities at 2012	\$ 650,000	\$ (186,000)	\$ 464,000

**3. Fair Value Measurements**

The Company accounts for its financial instruments at fair value, which is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market at the measurement date. The fair value hierarchy prioritizes the inputs to valuation techniques used to measure fair value. The Company maintains only Level 1 investments, which are defined as financial instruments for which quoted prices are available in active markets for identical investments as of the reporting date. Investments included in this category include listed equity securities and listed derivatives. The Company does not adjust the quoted price for these investments, even in situations where the Company holds a large position and the sale could reasonably impact the quoted price.

The following table summarizes the valuation of the Company's investment in Level 1 investments:

Description	Level 1
Equity securities - 2013	
-Information and technology	\$ 620,000
Equity securities - 2012	
-Information and technology	\$ 464,000

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

**4. Property and Equipment**

Property and equipment are summarized as follows:

	2013	2012	Estimated Useful Life (Years)
Machinery and equipment	\$ 862,000	\$ 794,000	3 -- 10
Furniture and fixtures	278,000	278,000	5 -- 7
Leasehold improvements	212,000	209,000	See Note 1
	<u>1,352,000</u>	<u>1,281,000</u>	
Less: accumulated depreciation and amortization	<u>(1,140,000)</u>	<u>(1,060,000)</u>	
	<u>\$ 212,000</u>	<u>\$ 221,000</u>	

Depreciation and amortization totaled \$80,000 and \$43,000 for the years ended 2013 and 2012, respectively.

**5. Related Party Transactions**

In March 2002, Essey issued a promissory note payable to one of its members to borrow an amount not to exceed \$2,500,000. The outstanding principal bore interest at 4.5% per annum and was payable upon demand. The note was collateralized by all the assets and revenues of Essey. On March 16, 2012, the promissory note was paid in full.

Total interest expense for the year ended November 25, 2012, was \$1,000 and is included in other income, net.

Due from stockholder included the following:

During 2002, TemPositions issued a demand promissory note receivable with its majority stockholder, bearing interest at 4.5% per annum. On March 16, 2012, the promissory note was paid in full.

**6. Income Taxes**

Deferred income taxes at 2013 and 2012 resulted primarily from reporting amortization of royalties at different rates for book and tax purposes and the deduction for deferred compensation in different periods for book and tax purposes.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

The combined income tax provision consisted of the following for the fiscal year ended:

	2013	2012
State and local:		
Current	\$ 80,000	\$ 56,000
Deferred	(5,000)	13,000
	<u>\$ 75,000</u>	<u>\$ 69,000</u>

The Company has adopted the authoritative guidance issued, as it pertains to accounting for uncertainty in income taxes. This standard prescribes a more-likely-than-not threshold for financial statement recognition and measurement of a tax position taken by the Company. As of November 24, 2013, the Company determined that it had no uncertain tax positions which affected its financial position and its results of operations or its cash flows and will continue to evaluate for uncertain tax positions in the future. The Company is no longer subject to federal, state, and local income tax examinations by tax authorities for years ended before November 28, 2010.

**7. Commitments and Contingencies**

**Leases**

The Company has commitments for various noncancellable operating leases, which expire at various dates through February 2019. Future minimum rental payments required under noncancellable operating leases are as follows:

<u>Fiscal Year</u>	
2014	\$ 796,000
2015	557,000
2016	353,000
2017	27,000
2018	23,000
Thereafter	<u>5,000</u>
Total future minimum rentals	<u>\$ 1,761,000</u>

The above amounts do not include taxes and maintenance costs on certain leases. Rent expense amounted to \$787,000 and \$811,000 for the years ended November 24, 2013 and November 25, 2012, respectively.

**Litigation**

The Company is subject to various claims and legal proceedings covering a wide range of matters that arise in the ordinary course of business activities which are generally covered by insurance. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material adverse effect on the financial condition or results of operations of the Company.

**TemPositions, Inc. and Subsidiaries and Affiliates**  
**Notes to Combined Financial Statements**  
**Years Ended November 24, 2013 and November 25, 2012**

**8. Line of Credit**

At November 24, 2013, the Company has a credit facility from a bank that permits direct loans of up to \$6,000,000, expiring April 30, 2014. The facility, which includes a \$3,000,000 sublimit, until a field visit is completed with satisfactory review by the bank, for direct borrowings as well as the issuance of standby letters of credit and is available for working capital purposes, is collateralized by substantially all assets of the Company. Borrowings under the facility bear annual interest at either Prime rate, 3.25% at both November 24, 2013 and November 25, 2012, or 30, 60, 90-day LIBOR plus 2.00%. There were no direct outstanding balances under this credit facility at both November 24, 2013 and November 25, 2012. The Company is subject to certain financial and reporting covenants, which include a minimum capital base and a leverage ratio, as set forth in the credit facility.

**9. Executive Compensation**

Certain key executives of the Company participate in a non-qualified deferred compensation plan. The plan provides deferred bonuses in the form of Book Value Appreciation Rights ("Rights"). Beginning anywhere from three to six years after the award of the Rights, the executive will be entitled to the difference between the book value per share, as defined, at time of the award and any increase in book value per share to the date of redemption. After the end of the three to six year period, the amount is payable either within 120 days or in annual installments, as agreed upon between the executive and the Company. At the end of each year the Company accrues the costs related to these Rights as the book value of the Company increases. In 2013 and 2012, respectively, 115,000 and 50,000 Rights were awarded while 90,000 and 40,000 Rights were redeemed and/or expired. Deferred bonuses of \$153,000 and \$37,000 were paid for 2013 and 2012, respectively, under the terms of the plan. At both November 24, 2013 and November 25, 2012, 205,000 and 180,000 Rights were outstanding, respectively, which have redemption dates ranging from 2014 through 2020.

The Company recorded compensation expense of \$88,000 and \$36,000 in 2013 and 2012, respectively related to the plan. The outstanding liabilities related to this deferred compensation plan are \$113,000 and \$178,000 at November 24, 2013 and November 25, 2012, respectively, and are presented as part of other long-term liabilities.

**10. Defined Contribution Plan**

Effective January 1, 2000, the Company adopted a defined contribution plan (the "Plan"), which qualifies under Section 401(k) of the Internal Revenue Code. The Plan covers all employees who meet eligibility requirements. The Company made discretionary contributions of \$39,000 and \$43,000 to the Plan for the years ended 2013 and 2012, respectively.

**11. Concentration of Risk**

The Company maintains cash balances at several financial institutions located in the New York metropolitan area and San Francisco, California. The Federal Deposit Insurance Corporation insures certain accounts, up to \$250,000. Cash balances held at financial institutions of \$1,151,000 are in excess of federally insured limits and the Company is at risk for those amounts. Such funds are used to fund payroll on a weekly basis.

**TemPositions, Inc. and Subsidiaries and Affiliates****Notes to Combined Financial Statements****Years Ended November 24, 2013 and November 25, 2012**

During 2013, approximately 46% of the Company's revenues were derived from three separate contractual arrangements with one customer. At November 24, 2013, approximately 20% of the accounts receivable were from this customer.

During 2012, approximately 47% of the Company's revenues were derived from three separate contractual arrangements with one customer. At November 25, 2012, approximately 26% of the accounts receivable are from these three customers.

**12. Subsequent Events**

The Company has evaluated subsequent events through April 9, 2014, the date the financial statements were available for issuance. All events that have occurred subsequent to the balance sheet date and through the date these financial statements were available for issuance, that would require adjustment to, or disclosure in, the financial statements, have been reported.

## APPENDIX D: PRINCIPAL QUESTIONNAIRE FORMS

Below are the required Questionnaires for James A. Essey, President/Chief Executive Officer, and David Deacon, Chief Operating Officer:

## James A. Essey Principal Questionnaire

1. **Principal name:** James A. Essey

**SSN:** 134-36-2891

**Date of birth:** November 11, 1956

**Home address:** 122 East 82<sup>nd</sup> Street

**City/state/zip:** New York, NY 10028

**Business address:** 420 Lexington Avenue, 21<sup>st</sup> Floor

**City/state/zip:** New York, NY 10170

**Telephone:** (212) 916-0859

**Other present address(es):** 34 Merriwood Drive

**City/state/zip:** Wainscott, NY 11975

**Telephone:** (631) 604-1629

List of other addresses and telephone numbers attached.

2. **Positions held in submitting business and starting date of each (check all applicable):**

**President:** June, 1990

**Treasurer** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Chairman of Board** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Shareholder** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Chief Executive Officer:** April, 1995

**Secretary** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Chief Financial Officer** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Partner** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Vice President** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Other** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(Other)

3. **Do you have an equity interest in the business submitting the questionnaire?**

No ☐ Yes ☒ If Yes, provide details.

James Essey owns 90.23% of the stock in the company. The remaining 9.77% of the stock is owned by the Alexandra Essey Trust, for which James Essey serves as trustee. Alexandra Essey is his daughter.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

No X Yes \_\_\_\_ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No \_\_\_\_ Yes X; If Yes, provide details.

TemPositions, Inc. has several other subsidiaries/affiliates for which James Essey is the principal owner and an officer. All the businesses are engaged in or support the temporary staffing industry. Those companies and James Essey's positions within that company are listed below:

- a) TemPositions Health Care, Inc.; President/CEO -- A subsidiary that provides temporary staffing services to the health care sector.
- b) Essey LLC; Managing Member – An affiliated LLC established to house several acquisitions with a focus on providing general office and hospitality temporary services.
- c) Essey Group LLC; Managing Member – An affiliated LLC established to house an acquisition that that focuses on providing temporary attorneys and paralegals.
- d) SP Payroll Processing, LLC; Managing Member – An affiliated LLC established to employ the temporary staff associated with a very large payrolling contract with the NYC Department of Education.
- e) Dick Essey Advertising, Inc.; President – A subsidiary that manages all of TemPositions and its subsidiaries/affiliates' in-house advertising.

In addition to the TemPositions, Inc.'s subsidiaries/affiliates, James Essey is President of 12282 Owner's Corporation. The corporation is owner of a residential cooperative apartment building located at 122 East 82 Street, NY, NY. It oversees operations in the building, including budgeting, maintenance and continual upgrading of the building.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No \_\_\_\_ Yes X; If Yes, provide details.

Government contracts awarded to any of the companies listed in Section 5 include:

TemPositions Health Care, Inc.

NYC Department of Education (1992 - present)

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TemPositions Health Care has held contracts since September 1992 for providing school nurses in various districts in New York City. As a testament to our recruiting ability, we are also providing staffing services outside of our contracted districts, after being asked to do so by the NYCDOE when the contracted providers for several other districts were unable to



recruit an adequate number of nurses to fill all the open positions. We have provided as many as 75 full-time nurses at one time to work in the schools throughout all five boroughs.

**New York City Administration for Children's Services (1987-present)**

TemPositions Health Care has provided staffing support to New York City's child welfare agencies. This experience includes the current provision of professional services under a contract with the Administration for Children's Services Pre-Placement Center, which started in 1998. Under this contract our company provides around-the-clock coverage at ACS's intake center, which serves as a temporary shelter for children and adolescents entering the City's care. Our childcare staff supervises as many as 60 children within the center. Our nursing staff was charged with conducting assessments and extensively documenting both the health status and any abuse indicators, in addition to providing for care needs. This contract has also evolved to include the provision of similar services to ACS centers throughout the city. Additional contracts have provided nursing services and one-to-one personal caretaker services.

**New York City Transit Authority (1999 – present)**

Since December of 1999, TemPositions Health Care has contracted to provide health professionals to the New York City Transit Authority. This contract allows for the provision of Registered Nurses, Licensed Practical Nurses, Laboratory Technicians, Emergency Medical Technicians, X-Ray Technicians and Medical Clerks to the Transit Authority. Under this contract, we have provided Emergency Medical Technicians (EMTs) to the TA's Sick Customer Response Program (SCRCP), which provides emergency medical response to subway passengers during the rush hour and during other high traffic times such as New Years Eve. The EMTs we have assigned to the SCRCP man various subway platforms throughout the City. Also under this contract we provide a variety of health professionals to staff the TA's Medical Access Center (MAC) program, which in turn provides health services to TA employees.

Essey LLC

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**New York State Office of General Services (2007-2012)**

Essey LLC dba The TemPositions Group of Companies held a contract with the New York State Office of General Services to provide temporary support personnel to local, county and state governmental agencies within New York State. Among the agencies services under this contract were the Nassau County Department of Social Services and Office of the County Attorney. Positions provided under this contract covered a wide range of general office support skill sets, including computer operators, administrative assistants, paralegals, legal secretaries, receptionists, data entry, customer service representatives, clerks, and manual laborers.

## **Essey Group LLC**

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### **New York City Law Department (2014 – present)**

Essey Group LLC dba On Call Counsel was awarded a three year contract to provide temporary attorneys to the Law Department. The services provided by our temporary attorneys include legal research, document capture and discovery, deposition preparation, taking and defending depositions, motion practice, drafting litigation papers, and any other legal services that the Department determines are necessary to satisfactorily handle the matters assigned. The cases include tort cases, class action litigation, civil rights actions, and other types of actions, some in State courts, and some in federal courts.

## **TemPositions, Inc. dba School Professionals**

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CompuForce is a niche division of TemPositions and we have noted the government contracts that CompuForce holds within our proposal. However, another niche division, School Professionals, has also been awarded numerous government contracts in the past three years. They include:

### **NYC Department of Education (2009 – present)**

Our School Professionals division is charged with the fulfillment of requests for educational consultants across all of the NYCDOE's schools and offices. On an average day, some 450-500 consultants are out working. Employees are either referred to us by DOE order placers or we are asked to recruit specifically for the open position. As a result of the six years we have been working with the DOE, we have built and have access to the largest data base of educational consultants ever assembled in the New York area.

### **NYC Department of Education (Expanded Learning Time Tutoring) (2013 – present)**

Our School Professionals division was awarded an MTAC contract for ELT Tutoring services to replace our SES contract as a result of the NYS waiver for SES being approved in 2012. Under the new ELT contract, we will continue to provide supplemental educational services to students within the NYCDOE, in response to mini-solicitations released through the MTAC process. We will tutor kindergarten through sixth grade students in English language arts, reading and mathematics at various schools. Our New York certified teachers will tutor small groups of students, using a curriculum based on Houghton Mifflin/Harcourt, Pearson Scott Foresman, and Macmillan/McGraw-Hill-Glencoe materials.

**NYC Department of Education (Student Support Services) (2013 – present)**

Our School Professionals division was awarded a System-Wide Requirement Agreement on behalf of the Office of School and Youth development to provide academic enrichment services in Academic Skills Enhancement to schools. The program is structured for both remediation/re-teaching and enrichment purposes, depending on the need of the school and principal. Under this agreement, our services will be provided in response to mini-solicitations released through the MTAC process.

**NYC Department of Education (Supplemental Educational Services) (2005 – 2102)**

**Description:** Our School Professionals division held a contract to provide supplemental educational services to eligible schools and students within the NYCDOE, in accordance with the No Child Left Behind Act of 2001. Our New York certified teachers tutored small groups kindergarten through sixth grade students in English language arts, reading and mathematics at various schools in the Bronx and Manhattan.

**NOTE :** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
No   X   Yes        If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? No   X   Yes        If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No   X   Yes        If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No   X   Yes        If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state

of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.).

- a. Is there any felony charge pending against you? No   X   Yes        If Yes, provide details for each such charge.
  - b. Is there any misdemeanor charge pending against you? No   X   Yes        If Yes, provide details for each such charge.
  - c. Is there any administrative charge pending against you? No   X   Yes        If Yes, provide details for each such charge.
  - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No   X   Yes        If Yes, provide details for each such conviction.
  - e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No   X   YES        If Yes, provide details for each such conviction.
  - f. In the past 5 years, have you been found in violation of any administrative or statutory charges? No   X   Yes        If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
No   X   Yes        If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No   X   Yes        If Yes; provide details for each such investigation.

We just want to clarify our answer to this question. TemPositions, Inc., and its affiliated companies, have **not** been the subject of an investigation by a governmental agency. However, as virtually any employer doing business in the last five years, the companies have received questionnaires and have been requested at hearings and inquiries from various governmental agencies such as the New York State Department of Labor Unemployment

Insurance Division, the New York State Workers Compensation Board, the California Workers Compensation Board, the Connecticut Workers Compensation Board, the New Jersey Workers Compensation Board, and the NYS Division of Human Rights. These questions, hearings, and inquiries are in the nature of audits or questions related to corporate income or payroll tax returns or employment issues.

None have been of a criminal nature nor has TemPositions, Inc or any of its affiliates been found in violation of any laws. Accordingly the response to Question #10 is No.

- 11) **In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?** NO X YES \_\_\_\_ If Yes; provide details for each such instance.
- 12) **For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?** NO X YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James A. Essey, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of MARCH 2015

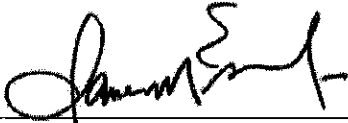


Notary Public

NICHOLAS G. DILALLA  
NOTARY PUBLIC, State of New York  
No. 30-4970319  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires August 13, 2018

TemPositions, Inc. dba CompuForce  
Name of submitting business

James A. Essey  
Print name



Signature

President/CEO  
Title

March 26, 2015  
Date

**David Deacon Principal Questionnaire****1. Principal name:** David Deacon

SSN: 046-46-0015

**Date of birth:** March 26, 1950**Home address:** 334 Riversville Road**City/state/zip:** Greenwich, CT 06831**Business address:** 420 Lexington Avenue, 21<sup>st</sup> Floor**City/state/zip:** New York, NY 10170**Telephone:** (212) 916-0807**Other present address(es):** N/A

City/state/zip:

Telephone:

List of other addresses and telephone numbers attached.

**2. Positions held in submitting business and starting date of each (check all applicable):**

President: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Treasurer \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Chairman of Board \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Shareholder \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Chief Executive Officer: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Secretary \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Partner \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Vice President of Sales:** April, 1992 **Vice President/General Manager:** May, 1994**Chief Operating Officer:** June, 2012**3. Do you have an equity interest in the business submitting the questionnaire?**No ☒ Yes \_\_\_\_\_ If Yes, provide details.**4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?**No ☒ Yes \_\_\_\_\_ If Yes, provide details.**5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No \_\_\_\_\_**Yes ☒ ; If Yes, provide details.

TemPositions, Inc. has several other subsidiaries/affiliates for which David Deacon is an officer. All the businesses are engaged in or support the temporary staffing industry. Those companies and David Deacon's positions within that company are listed below:

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  - b) Essey LLC; Chief Operating Officer -- An affiliated LLC established to house several acquisitions with a focus on providing general office and hospitality temporary services.
  - c) Essey Group LLC; Chief Operating Officer -- An affiliated LLC established to house an acquisition that focuses on providing temporary attorneys and paralegals.
  - d) SP Payroll Processing, LLC; Managing Chief Operating Officer -- An affiliated LLC established to employ the temporary staff associated with a very large payrolling contract with the NYC Department of Education.
6. **Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?** No \_\_\_\_  
Yes X ; If Yes, provide details.

Government contracts awarded to any of the companies listed in Section 5 include:

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**New York City Law Department (2014 – present)**

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**TemPositions, Inc. dba School Professionals**

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School Professionals, has also been awarded numerous government contracts in the past three years. They include:

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Our School Professionals division is charged with the fulfillment of requests for educational consultants across all of the NYCDOE's schools and offices. On an average day, some 450-500 consultants are out working. Employees are either referred to us by DOE order placers or we are asked to recruit specifically for the open position. As a result of the six years we have been working with the DOE, we have built and have access to the largest data base of educational consultants ever assembled in the New York area.

**NYC Department of Education (Expanded Learning Time Tutoring) (2013 – present)**

Our School Professionals division was awarded an MTAC contract for ELT Tutoring services to replace our SES contract as a result of the NYS waiver for SES being approved in 2012. Under the new ELT contract, we will continue to provide supplemental educational services to students within the NYCDOE, in response to mini-solicitations released through the MTAC process. We will tutor kindergarten through sixth grade students in English language arts, reading and mathematics at various schools. Our New York certified teachers will tutor small groups of students, using a curriculum based on Houghton Mifflin/Harcourt, Pearson Scott Foresman, and Macmillan/McGraw-Hill-Glencoe materials.

**NYC Department of Education (Student Support Services) (2013 – present)**

Our School Professionals division was awarded a System-Wide Requirement Agreement on behalf of the Office of School and Youth development to provider academic enrichment services in Academic Skills Enhancement to schools. The program is structured for both remediation/re-teaching and enrichment purposes, depending on the need of the school and principal. Under this agreement, our services will be provided in response to mini-solicitations released through the MTAC process.

**NYC Department of Education (Supplemental Educational Services) (2005 – 2102)**

**Description:** Our School Professionals division held a contract to provide supplemental educational services to eligible schools and students within the NYCDOE, in accordance with the No Child Left Behind Act of 2001. Our New York certified teachers tutored small groups kindergarten through sixth grade students in English language arts, reading and mathematics at various schools in the Bronx and Manhattan.

**NOTE :** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

**7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:**

a. **Been debarred by any government agency from entering into contracts with that agency?**

No  X  Yes \_\_\_\_ If Yes, provide details for each such instance.

b. **Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause?** No  X  Yes \_\_\_\_ If Yes, provide details for each such instance.

c. **Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?** No  X  Yes \_\_\_\_ If Yes, provide details for each such instance.

d. **Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?** No  X  Yes \_\_\_\_ If Yes, provide details for each such instance.

**9. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.).**

a. **Is there any felony charge pending against you?** No  X  Yes \_\_\_\_ If Yes, provide details for each such charge.

b. **Is there any misdemeanor charge pending against you?** No  X  Yes \_\_\_\_ If Yes, provide details for each such charge.

g. **Is there any administrative charge pending against you?** No  X  Yes \_\_\_\_ If Yes, provide details for each such charge.

h. **In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?** No  X  Yes \_\_\_\_ If Yes, provide details for each such conviction.

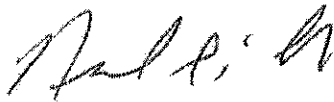
- i. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No   X   YES        If Yes, provide details for each such conviction.
- j. In the past 5 years, have you been found in violation of any administrative or statutory charges? No   X   Yes        If Yes, provide details for each such occurrence.
11. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
No   X   Yes        If Yes, provide details for each such investigation.
12. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No   X   Yes        If Yes; provide details for each such investigation.
- We just want to clarify our answer to this question. TemPositions, Inc., and its affiliated companies, have **not** been the subject of an investigation by a governmental agency. However, as virtually any employer doing business in the last five years, the companies have received questionnaires and have been requested at hearings and inquiries from various governmental agencies such as the New York State Department of Labor Unemployment Insurance Division, the New York State Workers Compensation Board, the California Workers Compensation Board, the Connecticut Workers Compensation Board, the New Jersey Workers Compensation Board, and the NYS Division of Human Rights. These questions, hearings, and inquiries are in the nature of audits or questions related to corporate income or payroll tax returns or employment issues.
- None have been of a criminal nature nor has TemPositions, Inc or any of its affiliates been found in violation of any laws. Accordingly the response to Question #10 is No.
- 13) In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO   X   YES        If Yes; provide details for each such instance.
- 14) For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO   X   YES        If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David Deacon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of MARCH 2015

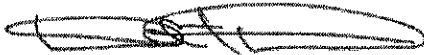


Notary Public

NICHOLAS G. DILALLA  
NOTARY PUBLIC, State of New York  
No. 30-4970319  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires August 13, 2018

TemPositions, Inc. dba CompuForce  
Name of submitting business

David Deacon  
Print name



Signature

Chief Operating Officer  
Title

March 26, 2015  
Date

**APPENDIX L: CERTIFICATE OF COMPLIANCE**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

James A. Essey  
420 Lexington Avenue, 21<sup>st</sup> Floor, New York, NY 10170  
(212) 916-0859

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder has not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

March 26, 2015

Dated



Signature of Chief Executive Officer

James A. Essey

Name of Chief Executive Officer

Sworn to before me this

26 day of MARCH, 2015.



Notary Public

NICHOLAS G. DILALLA  
NOTARY PUBLIC, State of New York  
No. 30-4970319  
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